

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE FLONASE ANTITRUST
LITIGATION

THIS DOCUMENT RELATES TO:

Indirect Purchaser Actions

CIVIL ACTION

No. 08-3301

Hon. Anita B. Brody

MEDICAL MUTUAL OF OHIO, on behalf of
itself and all others similarly situated,

Plaintiff,

v.

SMITHKLINE BEECHAM CORPORATION
d/b/a GLAXOSMITHKLINE plc,

Defendant.

CIVIL ACTION

NO. 12-4212

Hon. Anita B. Brody

**PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF THE CLASS ACTION SETTLEMENT**

Pursuant to Federal Rule of Civil Procedure 23(e), Plaintiffs A.F. of L.-A.G.C Building Trades Welfare Plan ("AFL"), IBEW-NECA Local 505 Health & Welfare Plan ("IBEW"), Painters District Council No. 30 Health and Welfare Plan ("Painters"), Medical Mutual of Ohio, Inc. ("MMOH"), and Andrea Kehoe ("Kehoe") move for the entry of the Proposed Preliminary Approval Order attached as Exhibit 6, which seeks the preliminary approval of a proposed class action settlement (the "Settlement") and certification of A proposed settlement class (the "Settlement Class") as explained therein.

1. The terms of the Settlement are set forth in the Settlement Agreement dated December 6, 2012 attached as Exhibit 1.

2. The relief sought in this Motion is supported by the Declaration of Marvin A. Miller In Support of Indirect-Purchaser Plaintiffs' Motion For Preliminary Approval of Settlement attached as Exhibit 2, the Joint Declaration of Deborah R. Gross and Kimberly R. West In Support of End-Payor Plaintiffs' Motion For Preliminary Approval of Settlement attached as Exhibit 3, the Declaration of Katherine Kinsella attached as Exhibit 4 (which includes as exhibits the proposed Postcard Notice, Publication Notice, and Long Form Notice), the Plan Of Allocation attached as Exhibit 5, and by Plaintiffs' Memorandum of Law In Support of Their Unopposed Motion for Preliminary Approval of The Class Action Settlement filed contemporaneously herewith.

3. Defendant SmithKline Beecham Corporation d/b/a GlaxoSmithKline, including GlaxoSmithKline LLC and GlaxoSmithKline plc, does not oppose the relief requested in this motion.

WHEREFORE, Plaintiffs request that the Court enter the proposed Preliminary Approval Order.

Dated: December 14, 2012

By: s/Marvin A. Miller
Marvin A. Miller
Lori A. Fanning
MILLER LAW LLC
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Co-Lead Counsel For The Indirect Purchaser Plaintiffs

EXHIBIT 1

**UNITED STATES DISTRICT COURT
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SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Settlement Agreement”) is made and entered into on December 6, 2012, by and between (a) Defendant SmithKline Beecham Corporation d/b/a GlaxoSmithKline, including GlaxoSmithKline LLC and GlaxoSmithKline plc (“GSK” or “Defendant”); and (b) Plaintiffs A.F. of L.-A.G.C Building Trades Welfare Plan (“AFL”), IBEW-NECA Local 505 Health & Welfare Plan (“IBEW”), Painters District Council No. 30 Health and Welfare Plan (“Painters”), Medical Mutual of Ohio, Inc. (“MMOH”), and Andrea Kehoe (“Kehoe”), individually and on behalf of a class and/or proposed class (collectively “Plaintiffs”); in IBEW–NECA Local 505 Health & Welfare Plan v. SmithKline Beecham Corp., No. 08–3301 (E.D. Pa.), and Medical Mutual of Ohio, Inc. v. SmithKline Beecham Corp., No.

12-cv-4212 (E.D. Pa.) (the “Actions”) (GSK and Plaintiffs are collectively referred to as the “Parties”).

WHEREAS, Plaintiffs brought the original Class Action Complaint against Defendant in the United States District Court for the Eastern District of Pennsylvania (the “Court”) on July 14, 2008. Plaintiffs recently filed the Fourth Amended Consolidated Class Action Complaint on February 24, 2012. Most recently, Medical Mutual of Ohio v. SmithKline Beecham Corp., 12-04212 was filed on July 24, 2012 in the Court. Collectively, the Actions allege, among other things, that GSK violated various state antitrust and consumer protection laws, that GSK has been unjustly enriched in connection with the sales of the drug Flonase, and that Plaintiffs and the Settlement Class (as further defined in paragraph 1 below) suffered injury and calculable damages as a result;

WHEREAS, GSK denies each and every one of Plaintiffs’ allegations of unlawful or wrongful conduct, denies that any conduct challenged by Plaintiffs caused any damage whatsoever, and has asserted a number of defenses to Plaintiffs’ claims;

WHEREAS, Plaintiffs and GSK agree that this Settlement Agreement shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by GSK or of the truth of any claim or allegation or a waiver of any defenses thereto;

WHEREAS, arm’s length settlement negotiations have taken place between counsel for Plaintiffs and counsel for GSK for an extended period of months, and this Settlement Agreement, which embodies all of the terms and conditions of the settlement (the “Settlement”) between GSK and Plaintiffs, both individually and on behalf of the Settlement Class (as defined in paragraph 1 below), has been reached, subject to final approval of the Court;

WHEREAS, Plaintiffs and their counsel have concluded, after extensive discovery, investigation, and motion practice and after carefully considering all of the circumstances of the Actions, and despite their belief in the validity of Plaintiffs' claims, that it would be in the best interests of Plaintiffs and the Settlement Class to enter into this Settlement Agreement in order to avoid the uncertainties of, and risks and delays associated with, the outcome of GSK's and Plaintiffs' anticipated or pending motions and/or a trial and any subsequent appeals, and risks and delays, and other uncertainties, related to the litigation of the Actions, and to assure a benefit to Plaintiffs and the Settlement Class and further, that Plaintiffs and their counsel consider the Settlement to be fair, reasonable, and adequate and in the best interests of Plaintiffs and the Settlement Class; and

WHEREAS, GSK has concluded, despite its belief that it is not liable for the claims asserted and that it has good defenses thereto, that it would be in its best interests to enter into this Settlement to avoid further expense, inconvenience, uncertainties of, and risks and delays associated with, the outcome of GSK's and Plaintiffs' anticipated or pending motions and/or a trial and any subsequent appeals, and the distraction of burdensome and protracted litigation and thereby to resolve this controversy;

NOW THEREFORE, it is agreed by the Parties, through their respective authorized representatives who have signed below, that the Actions and all claims made or that could have been made against Defendant by Plaintiffs and the Settlement Class be settled, compromised, and dismissed on the merits and with prejudice and, except as hereinafter provided, without costs as to Plaintiffs, the Settlement Class or Defendant, subject to the approval of the Court, on the following terms and conditions:

1. Settlement Class. The Parties stipulate to Court approval, in the form of a proposed order acceptable to all Parties, of the certification of a class in light of the fact of settlement (the “Settlement Class”), defined as follows:

All persons throughout the United States and its territories who purchased and/or paid for, in whole or in part, fluticasone propionate nasal spray, whether branded Flonase or its AB-rated generic equivalents, intended for the consumption of themselves, their family members and/or household members, and all Third Party Payor entities throughout the United States and its territories that purchased, paid for, administered and/or reimbursed for fluticasone propionate nasal spray, whether branded Flonase or its generic equivalents, intended for consumption by their members, employees, plan participants, beneficiaries or insureds.

The applicable time period for the Settlement Class is May 19, 2004 through March 31, 2009.

Third Party Payors are all health insurance companies, healthcare benefit providers, health maintenance organizations, self-funded health and welfare plans, and any other health benefit provider and/or entity that contracts with a health insurer acting as a third party administrator to administer their prescription drug benefits. These payors include such entities that may provide prescription drug benefits for current or former public employees and/or retirees, but only to the extent that such entity was at risk for the cost of the payment(s). For purposes of this definition, an entity “paid for” fluticasone propionate nasal spray (branded Flonase and/or its equivalents) if it paid some or all of the purchase price, or reimbursed any part of the purchase price paid by their members, employees, insureds, participants or beneficiaries.

Excluded from the Settlement Class are: (1) Defendant and its officers, directors, management, employees, predecessors-in-interest, successors-in-interest, assignees or affiliates, and subsidiaries; (2) the United States and/or State governments and their agencies and departments, except to the extent they purchased fluticasone propionate nasal spray (branded Flonase and/or its generic equivalents) for their employees or others covered by a government employee health plan; (3) all entities who purchased fluticasone propionate nasal spray (branded Flonase and/or its generic

equivalents) directly from Defendant or its affiliates or purchased fluticasone propionate nasal spray (branded Flonase and/or its generic equivalents) for resale, to the extent and solely to the extent of such purchase as a direct purchaser or for resale; (4) any judge or special master who has presided over the Actions; and (5) the health benefit plans listed in Exhibit A hereto (“Settling Health Plans” or “SHPs”).

The Parties’ stipulation to Court approval of certification of the Settlement Class is only for purposes of effectuating the Settlement, and for no other purpose. The Parties retain all of their respective objections, arguments and/or defenses with respect to class certification, including of a nationwide class, should there be no settlement of the Actions. The Parties acknowledge that there has been no stipulation to a class as defined above for any purposes other than effectuating the Settlement, and that if the Settlement Agreement does not become final and effective pursuant to the terms of paragraph 5 herein, the stipulation as to the settlement class shall be null and void.

2. Best Efforts to Effectuate This Settlement. Counsel for the undersigned agree to recommend approval of this Settlement Agreement by the Court and to undertake their best efforts, including all steps and efforts contemplated by this Settlement Agreement and any other steps and efforts that may be necessary or appropriate, by order of the Court or otherwise, to carry out the terms of this Settlement Agreement. Counsel for the undersigned as well as the Parties to this Settlement Agreement further agree, consistent with their obligations in this paragraph, not to do anything to encourage any member of the Settlement Class to oppose or obstruct the Settlement, or to do anything to encourage any member of the Settlement Class to opt out.

3. Motion for Preliminary Approval. Plaintiffs, through their counsel Marvin A. Miller, Lori A. Fanning, and Michael Buchman (“Class Counsel”), shall file with the Court,

promptly after the execution of this Settlement Agreement, a motion for preliminary approval of the Settlement, which will contain a proposed preliminary approval order in a form agreed upon by Class Counsel and GSK, substantially in the form attached as Exhibit B hereto. In the event that the Court preliminarily approves the Settlement, Class Counsel shall, in accordance with Rule 23 of the Federal Rules of Civil Procedure and the preliminary approval order, direct the Claims Administrator, to be approved by the Court, to provide the Settlement Class with settlement notice as ordered by the Court ("Settlement Notice"). All costs of Settlement Notice shall be paid exclusively from the Settlement Fund (as defined in paragraph 6 herein) as provided in this Settlement Agreement, without recourse to the Plaintiffs or GSK. Settlement Notice does not include notice that may be required under the Class Action Fairness Act, 28 U.S.C. § 1711-1715, the cost of which shall be borne solely by GSK.

4. Motion for Final Approval and Entry of Final Judgment. If the Court preliminarily approves the Settlement, Plaintiffs, through Class Counsel, after Settlement Notice, shall submit a motion for final approval by the Court, and shall seek entry of an order and final judgment:

- a. finding the Settlement and its terms to be fair, reasonable and adequate within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation pursuant to its terms;
- b. providing for incentive payments from the Settlement Fund (as defined in paragraph 6 herein) to the Plaintiffs in addition to whatever monies each will receive from the Settlement Fund pursuant to the Court-approved plan of allocation;
- c. providing for payment of reasonable attorneys' fees and reimbursement of expenses from the Settlement Fund (as defined in paragraph 6 herein);

d. setting forth the method for allocating the Settlement Fund (as defined in paragraph 6 herein);

e. directing that the Actions, IBEW-NECA Local 505 Health & Welfare Plan v. SmithKline Beecham Corp., No. 08-3301 (E.D. Pa.), and Medical Mutual of Ohio, Inc. v. SmithKline Beecham Corp., No. 12-cv-4212 (E.D. Pa.), be dismissed with prejudice and, except as provided for herein, without costs;

f. approving the release of claims specified herein as binding and effective as to all Settlement Class members and permanently barring and enjoining such Settlement Class members from asserting any Released Claims (as defined in paragraph 11 herein);

g. reserving exclusive and continuing jurisdiction over the Settlement and this Settlement Agreement, including the Settlement Fund (as defined in paragraph 6 herein) and the administration, consummation and interpretation of this Settlement and Settlement Agreement; and

h. directing that order and final judgment of dismissal be entered in the Actions.

5. Effective Date of Settlement. The Settlement and Settlement Agreement shall become final and effective upon the occurrence of all of the following ("Effective Date"):

a. Neither Plaintiffs nor Defendant have/has availed themselves/itself of any right to terminate the Settlement pursuant to paragraph 12 or 13 herein;

b. the Settlement is approved by the Court as required by Rule 23(e) of the Federal Rules of Civil Procedure;

c. entry, as provided for in paragraph 4 herein, is made of the order and final judgment with prejudice against Plaintiffs and the members of the Settlement Class; and

d. the time for appeal from the Court's approval of the Settlement as described in subparagraph (b) hereof and entry of an order and final judgment as described in subparagraph (c) hereof has expired or, if an appeal has been filed, either all such appeals shall have been dismissed prior to resolution by the appellate court or approval of this Settlement Agreement and final judgment has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review, by certiorari or otherwise, provided, however, a modification or reversal on appeal of any amount of the fees and expenses awarded by the Court from the Settlement Fund, the amount of payments to the Plaintiffs or the Plan of Allocation shall not by itself prevent this Settlement Agreement from becoming final and effective if all other aspects of the final judgment have been affirmed.

6. Settlement Consideration: Cash. Subject to the provisions hereof, and in full, complete, and final settlement of the Actions, Defendant shall pay thirty-five million dollars (\$35,000,000.00), by the later of either twenty (20) calendar days of GSK's receipt of the Court's order preliminarily approving the Settlement, a properly completed W-9 form from the Escrow Agent identified in writing by Class Counsel, and a fully executed Escrow Agreement (as defined below) or January 7, 2013, into an escrow account (the "Settlement Fund"), held and administered by an escrow agent to be selected by Class Counsel with consent of GSK and approval of the Court. The escrow account shall be established and administered pursuant to an escrow agreement in a form satisfactory to Class Counsel and GSK ("Escrow Agreement"). Defendant shall have no liability, obligation or responsibility with respect to the investment, disbursement, or other administration or oversight of the Settlement Fund. The Settlement Fund is the total amount that Defendant will pay under this Settlement Agreement in exchange for the

Released Claims (as defined in paragraph 11 herein), including without limitation funds to satisfy claims by Plaintiffs, Settlement Class members attorneys' fees and costs, any Court-approved payments to Plaintiffs, and payment of any and all administrative and notice expenses associated with the Actions or this Settlement. It is intended that the escrow account shall be at all times a "qualified settlement fund" for federal income tax purposes pursuant to Treas. Reg. § 1.468B-1, and that the "administrator" of the Settlement Fund, within the meaning of Treas. Reg. § 1.468B-2(k), shall comply with all applicable requirements, which shall include, without limitation, (a) preparing a "Regulation Section 1.468B-3 Statement" pursuant to Treas. Reg. § 1.468B-3(e) on behalf of Defendant and providing copies to Defendant's counsel for review and approval; and (b) preparing and timely filing on behalf of the Settlement Fund (i) such income tax and other returns and statements as are required to comply with Treas. Reg. § 1.468B-2 and the other applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) all necessary state, local and foreign tax returns. Any taxes due as a result of income earned by the Settlement Fund will be imposed upon and paid from the Settlement Fund.

Interest earned by the Settlement Fund (less any tax imposed upon such interest) shall be for the benefit of the Settlement Class, less reasonable attorneys' fees and expenses approved by the Court (and any interest awarded thereon), any Court-approved award to Plaintiffs and payment of any and all administrative and notice expenses associated with the Actions or Settlement.

Defendant shall have no liability, obligation or responsibility for any such taxes, costs, expenses, or for any reporting requirements relating thereto. Defendant's transfer of the Settlement Fund to the escrow account described above shall constitute full and complete satisfaction of its obligations under this paragraph. Defendant shall not have any liabilities, obligations or responsibilities with respect to the payment, disbursement, disposition or distribution of the

Settlement Fund after such transfer. Notwithstanding any effort, or failure, of the administrator of the Settlement Fund and the parties to treat the Settlement Fund as a “qualified settlement fund” within the meaning of Section 1.468B-1 of the Treasury Regulations effective as of the date hereof, any tax liability, interest or penalties incurred by Defendant resulting from income earned by the Settlement Fund (or the receipt of any payment under this paragraph) shall be reimbursed from the Settlement Fund in the amount of such tax liability, interest or penalties upon Defendant’s written request to the administrator of the Settlement Fund.

7. Full Satisfaction: Limitation of Interest and Liability. Plaintiffs and members of the Settlement Class shall look solely to the Settlement Fund for settlement and satisfaction against Defendant of all claims that are released herein. Plaintiffs and members of the Settlement Class shall not under any circumstances be entitled to any further compensation from Defendant with respect to any claims released herein. In the event that the Settlement becomes final and effective pursuant to paragraph 5 herein, the Settlement Fund will fully satisfy any and all Released Claims as defined in paragraph 11 herein. Except as provided by order of the Court, no Settlement Class member shall have any interest in the Settlement Fund or any portion thereof.

8. Reimbursement of Costs, Fees and Expenses. Plaintiffs and their counsel will be reimbursed and indemnified solely out of the Settlement Fund for all costs, fees and expenses under this Settlement including, but not limited to, the costs of Settlement Notice and administration of the Settlement Fund. Defendant shall not be liable for any costs, fees or expenses of any Settlement Class members, Plaintiffs, or of any Settlement Class members’ or Plaintiffs’ attorneys, experts, consultants, advisors, agents and representatives. Any such costs,

fees and expenses, to the extent approved and awarded by the Court, shall be paid out of the Settlement Fund.

9. Disbursement of the Settlement Fund. If the Settlement becomes final and effective pursuant to the provisions of paragraph 5 herein, the Settlement Fund shall be disbursed as follows or as otherwise ordered by the Court. GSK shall, as set forth in paragraph 6 above, have no liability or responsibility with respect to disbursement or distribution from the Settlement Fund.

a. Prior to the Effective Date of this Settlement Agreement.

i. Any fees and expenses incurred in administering the escrow account and the Settlement Fund shall be paid pursuant to the Escrow Agreement from the Settlement Fund. The Costs of Notice and Administration of the Settlement shall be paid by the Escrow Agent to the Claims Administrator with notice of such payments provided to counsel for the Parties; and

ii. Disbursements for the payment of any taxes (including any estimated taxes, interest or penalties) due, as a result of income earned by the Settlement Fund, shall be made promptly by the Escrow Agent pursuant to the Escrow Agreement with notice of such disbursements provided to counsel for the Parties.

b. After the Effective Date of this Settlement Agreement.

i. The attorneys' fees and costs approved by the Court shall be distributed to Class Counsel from the Settlement Fund within ten (10) days of the Effective Date of this Settlement Agreement;

ii. The remaining fees or expenses incurred in connection with the administration of the escrow account and the Settlement Fund shall be paid pursuant to the Escrow Agreement, and to the extent, if any, the reasonable remaining fees and expenses incurred as part of notice and claims administration, shall be paid from the Settlement Fund by the Escrow Agent with notice of such disbursements provided to Plaintiffs' counsel;

iii. Disbursements for the payment of any taxes (including any estimated taxes, interest or penalties) due as a result of income earned by the Settlement Fund shall be made promptly by the Escrow Agent pursuant to the Escrow Agreement with notice of such disbursements provided to counsel for the Parties;

iv. Any incentive awards determined by the Court for services rendered to the Settlement Class by Plaintiffs as set forth in the proposed notice forms ordered by the Court, shall be distributed to Plaintiffs from the Settlement Fund after the Effective Date of the Settlement; and

v. The balance of the Settlement Fund after the payment of attorneys' fees, costs, and expenses, taxes, incentive awards, costs of notice and administration of the Settlement and Settlement Fund, and any payments to or from the SHPs pursuant to the procedures set forth in a plan of allocation ("Plan of Allocation"), shall be distributed to Settlement Class members who submit timely claims that are accepted by the Claims Administrator and approved by the Court ("Authorized Claimants") in accordance with the applicable procedures as approved by the Court. No funds will be disbursed to any Authorized Claimant

until the claims of all Authorized Claimants have been submitted and verified by the Claims Administrator. The Claims Administrator shall make periodic reports to the Parties describing the status of the claims administration process, the number and amount of claims received, and any amounts disbursed.

10. Attorneys' Fees, Expenses and Costs. Class Counsel intend to seek for distribution to Plaintiffs' counsel, attorneys' fees and reimbursement of reasonable costs and expenses incurred in the prosecution of the Actions. Class Counsel may further seek payment of reasonable incentive awards for Plaintiffs, as noted in Paragraph 4(b) above. Plaintiffs and members of the Settlement Class shall look solely to the Settlement Fund for the satisfaction against Defendant of any distribution to Plaintiffs' counsel, including for attorneys' fees, reimbursement of reasonable costs and expenses incurred in the prosecution of the Actions, and payment of incentive awards for Plaintiffs.

11. Releases.

a. As used throughout this Settlement Agreement and specifically in this paragraph 11, references to the "Settlement Class," "members of the Settlement Class," or "Settlement Class members" refer to members of the Settlement Class and include any of their past, present or future officers, directors, stockholders, attorneys, employees, legal representatives, trustees, agents, parents, subsidiaries, general and limited partners, heirs, executors, administrators, purchasers, predecessors, successors and assigns, acting in their capacity as such.

b. Upon the Settlement Agreement becoming effective in accordance with paragraph 5 herein, Defendant and its past, present and future parents, subsidiaries, divisions, affiliates, stockholders, officers, directors, insurers, general or limited partners, employees,

agents, attorneys, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, purchasers, and assigns of each of the foregoing) (the “Released Party” or “Released Parties”) are and shall be released and forever discharged from all manner of claims, demands, actions, suits, causes of action, damages whenever incurred, and liabilities of any nature whatsoever (whether such claims, demands, actions, suits, causes of action, damages or liabilities arise or are incurred before, during or after the date hereof), including costs, expenses, penalties and attorneys’ fees known or unknown, suspected or unsuspected, in law or equity, that Plaintiffs or any member or members of the Settlement Class, whether or not they object to the Settlement and whether or not they make a claim upon or participate in the Settlement Fund, ever had, now has, or hereafter can, shall or may have, directly, indirectly, representatively, derivatively or in any other capacity, relating to any conduct, events or transactions, prior to the date hereof, alleged or which could have been alleged in the Actions, relating to fluticasone propionate nasal sprays (branded Flonase and/or its generic equivalents) (the “Released Claims”). Except for enforcing this Settlement Agreement, each member of the Settlement Class hereby covenants and agrees that he, she or it shall not, hereafter, seek to establish liability against any Released Party based, in whole or in part, on any of the Released Claims. Without in any way limiting the definition of Released Parties, the following specific entities are Released Parties: SmithKline Beecham Corporation d/b/a GlaxoSmithKline; GlaxoSmithKline LLC; GlaxoSmithKline Holdings (America) Inc.; GlaxoSmithKline plc; Smith Kline Beecham plc; Glaxo Wellcome plc.; GlaxoSmithKline Finance plc.; GlaxoSmithKline Services Unlimited; and Smith Kline Beecham Limited.

c. In addition, Plaintiffs and each Settlement Class member hereby expressly waives and releases, upon the Settlement becoming effective pursuant to paragraph 5 herein, any

and all provisions, rights and benefits conferred by § 1542 of the California Civil Code, which reads:

Section 1542. General Release -- Claims Extinguished. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor;

or rights and benefits conferred by any law of any state or territory of the United States or any other jurisdiction or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Plaintiffs and each Settlement Class member may hereafter discover facts other than or different from those which he, she or it knows or believes to be true with respect to the claims which are the subject matter of this paragraph, but each Plaintiff and each Settlement Class member hereby expressly waives and fully, finally and forever settles and releases, upon the Settlement Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs and each Settlement Class member also hereby expressly waives and fully, finally and forever settles and releases any and all claims it may have against any Released Party under §17200, et seq., of the California Business and Professions Code, or any similar, comparable or equivalent provision of the law of any other state or territory of the United States or other jurisdiction or principle of common law, which claims are hereby expressly incorporated into the definition of Released Claims.

d. Plaintiffs' counsel and the Claims Administrator will ensure that each claim form contains a copy of the of the release set forth in paragraph 11(a) through (c) hereof,

which shall be signed by each member of the Settlement Class or its authorized representative as a precondition to receiving any portion of the Settlement Fund.

e. The releases set forth above shall not release any claims arising in the ordinary course of business among Plaintiffs, Settlement Class members and the Released Parties concerning product liability, breach of warranty or contract (other than breach of warranty or contract based in whole or in part on any conduct challenged in the Actions), and/or personal or bodily injury, and/or any claims for costs of providing medical care for individuals allegedly injured by fluticasone propionate nasal spray products.

12. Withdrawal from Settlement. GSK, in its sole and complete discretion, shall have the right to withdraw from this settlement on those terms contained in the submission filed under seal and solely for *in camera* review. If GSK withdraws from this Settlement, the Settlement Agreement shall be cancelled and terminated.

13. Effect of Disapproval. If the Court declines to finally approve the Settlement, or if such approval is reversed, vacated, or otherwise modified on appeal, or if the Court does not enter the final judgment in substantially the form provided for in paragraph 4, or if the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is reversed, vacated or modified, then this Settlement Agreement shall be terminated upon the election of either (a) Class Counsel, or (b) GSK; provided however that any reversal, vacating, or modification on appeal of any amount of the fees and expenses awarded by the Court from the Settlement Fund, or any amount of payments to any Plaintiff, or any determination by the Court to award less than the amount requested in attorneys' fees or costs or awards to Plaintiffs, or any determination by the Court to modify the Plan of Allocation of the

Settlement Fund, shall not give rise to any right of termination or otherwise serve as a basis for termination of this Settlement Agreement.

14. Termination. In the event that the Settlement is terminated pursuant to paragraph 12 or 13 herein, or for any other reason does not become effective in accordance with the terms of paragraph 5 herein, then (a) this Settlement Agreement shall be of no force or effect, except for payment of notice and settlement administration costs from the Settlement Fund, (b) the Settlement Fund, including any and all interest earned thereon, shall be returned to GSK less only the amount validly disbursed for the costs incurred in giving notice to the Settlement Class and administering the Settlement Fund during the interim period, and (c) any release pursuant to paragraph 11 herein shall be of no force or effect.

15. Preservation of Rights. The Parties agree that this Settlement Agreement, whether or not it shall become effective pursuant to paragraph 5 herein, and any and all negotiations, documents and discussions associated with it shall be without prejudice to the rights of any party, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by the Defendant, or of the truth of any of the claims or allegations contained in the complaints in the Actions or any other pleading or document, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in this case or any other action or proceeding. The Parties expressly reserve all of their rights and defenses if the Settlement Agreement does not become final and effective in accordance with the terms of this Settlement Agreement.

16. Binding Effect. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties and to the Released Parties. Without

limiting the generality of the foregoing, each and every covenant and agreement herein by the Plaintiffs and their counsel shall be binding upon all members of the Settlement Class.

17. Integrated Agreement. This Settlement Agreement (including all exhibits hereto and the submission referenced in paragraph 12) contains the entire, complete, and integrated statement of each and every term and provision of the Settlement Agreement agreed to by and among the Parties. This Settlement Agreement shall not be modified in any respect except by a writing executed by the undersigned in the representative capacities specified, or others who are authorized to act in such representative capacities.

18. Headings. The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

19. No Party is the Drafter. All counsel to all Parties hereto have materially participated in the drafting of this Settlement Agreement. None of the Parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

20. Choice of Law. All terms of this Settlement Agreement shall be governed by and interpreted according to the substantive laws of the Commonwealth of Pennsylvania without regard to its choice of law or conflict of laws principles.

21. Consent to Jurisdiction and Choice of Exclusive Forum. Any and all disputes arising out of or related to the Settlement, the Settlement Agreement, or claims administration, including attorneys' fees, must be brought by Defendant, Plaintiffs, each member of the Settlement Class, and/ or each Settling Health Plan, exclusively in this Court. Defendant,

Plaintiffs and each member of the Settlement Class hereby irrevocably submit to the exclusive and continuing jurisdiction of the Court for any suit, action, proceeding or dispute arising out of or relating to this Settlement or the Settlement Agreement or the applicability or interpretation of this Settlement Agreement, including, without limitation any suit, action, proceeding or dispute relating to the release provisions herein, except that this paragraph shall not prohibit (a) any Released Party from asserting in the forum in which a claim is brought that the release herein is a defense, in whole or in part, to such claim or, (b) in the event that such a defense is asserted in that forum and this Court determines that it cannot bar the claim, the determination of the merits of the defense in that forum.

22. Enforcement of Settlement. Nothing in this Settlement Agreement prevents Defendant from enforcing or asserting any release herein, subject to the provisions of paragraph 13 and 14 herein. Notwithstanding any other provision of this Settlement Agreement, this Settlement Agreement and the releases contained herein may be pleaded as a full and complete defense to any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted by Plaintiffs and each member of the Settlement Class with respect to any Released Claims and may be filed, offered and received into evidence and otherwise used for such defense.

23. Authorization to Act on Behalf of Plaintiffs and Settlement Class. The undersigned counsel to Plaintiffs represent that they have been and are fully authorized to conduct settlement negotiations with Defendant's counsel on behalf of Plaintiffs and the Settlement Class and to enter into, and execute, this Settlement Agreement on behalf of Plaintiffs and the Settlement Class, subject to Court approval pursuant to Fed. R. Civ. P. 23(e).

24. Severability. In the event any one or more of the provisions of this Settlement Agreement shall for any reason be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision if Defendant's counsel and Plaintiffs' counsel mutually agree to proceed as if such illegal, invalid, or unenforceable provision had never been included in the Settlement Agreement.

25. No Admission. Nothing in this Settlement Agreement shall be construed as an admission in any action or proceeding, of any kind whatsoever, civil, criminal or otherwise, before any court, administrative agency, regulatory body or any other body or authority, present or future, by Defendant or Plaintiffs, or any of them, including without limitation that Defendant has engaged in any conduct or practices that violate any antitrust statute or other law.

26. Execution in Counterparts. This Settlement Agreement may be executed in counterparts. Facsimile or PDF'd signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Settlement Agreement and filed with the Court.

27. Failure to Follow Procedures and Requirements. The agreed-upon procedures and requirements regarding Settlement Class members' rights and options, including for opting out of the Settlement Class, filing objections in connection with and/or appearing at the final approval hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class members' objections to the Settlement Agreement, in accordance with such Settlement Class member's due process rights. The preliminary approval order will further provide that objectors that fail to properly or timely file their objections, along with the required information and documentation set forth above, or to serve them as provided

above shall not be heard during the final approval hearing, nor shall their objections be considered by the Court.

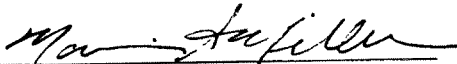
28. Appeals. The proposed order and final judgment shall provide that any Settlement Class member that wishes to appeal the order and final judgment, which appeal will delay the distribution of the Settlement to the Settlement Class, shall post a bond with this Court in an amount to be determined by the Court as a condition of prosecuting such appeal.

IN WITNESS WHEREOF, the Parties hereto through their fully authorized representatives have agreed to this Settlement Agreement on the date first herein above written.

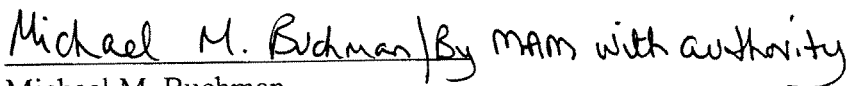
FOR PLAINTIFFS:

Nicholas E. Chimicles
CHIMICLES & TIKELLIS LLP
One Haverford Centre
3 61 West Lancaster Avenue
Haverford, Pennsylvania 19041

Counsel for Indirect Purchaser Plaintiffs Class

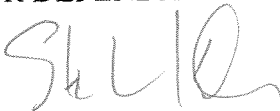

Marvin A. Miller
Lori A. Fanning
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Suite 2910
Chicago, IL 60603

*Counsel for Indirect Purchaser Plaintiffs
Class*


Michael M. Buchman
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FOR DEFENDANT:


Stephen J. Kastenberg
BALLARD SPAHR LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103

Counsel for Defendant SmithKline Beecham Corporation d/b/a GlaxoSmithKline

IN WITNESS WHEREOF, the Parties hereto through their fully authorized representatives have agreed to this Settlement Agreement on the date first herein above written.

FOR PLAINTIFFS:



Nicholas E. Chimicles
CHIMICLES & TIKELLIS LLP
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Stephen J. Kastenbergh
BALLARD SPAHR LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103

Counsel for Defendant SmithKline Beecham Corporation d/b/a GlaxoSmithKline

Exhibit A
Flonase Settling Health Plans

Aetna, Inc.
AmeriGroup/HMS
Arcadian Health
Assurant Health
Avmed Health Plans
Blue Cross and Blue Shield of Florida, Inc.
Blue Cross and Blue Shield of Kansas City
Blue Cross Blue Shield of North Carolina
Blue Cross and Blue Shield of Vermont
Blue Cross Blue Shield Association
Blue Cross Blue Shield of Minnesota
Blue Cross Blue Shield of Nebraska
Blue Cross Blue Shield of Rhode Island
Blue Cross Blue Shield of Tennessee
Blue Cross Northeastern Pennsylvania
Cambia Health Solutions*
CareFirst Blue Cross Blue Shield
Connecticut General Life Insurance Company a/k/a Cigna
Coventry Health Care of Florida, Inc. f/k/a Vista HealthPlan, Inc.
Coventry Health Care, Inc.
Coventry Health Plan
Coventry Health Plan of Florida, Inc. f/k/a Vista HealthPlan of South Florida, Inc.
Coventry Summit Health Plan, Inc. f/k/a Summit Health Care, Inc.
EmblemHealth
Excellus Blue Cross Blue Shield
Government Employees Health Association
Harvard Pilgrim Health Care, Inc.
Hawaii Medical Service Association
Health Care Services Corporation
Health Net, Inc.
HealthNow New York
HealthPartners, Inc.
Humana Insurance Company
Johns Hopkins Health Care LLC
Kaiser Foundation Health Plan**
Lovelace Health Plan
Mutual of Omaha
MVP Health Care
Noridian d/b/a Blue Cross Blue Shield of North Dakota
Premera Blue Cross
Priority Health
Tufts Associated Health Plans, Inc.
United Healthcare Services, Inc.
Wellpoint, Inc.

*Cambia Health Solutions includes:

Regence Blue Shield
Regence Blue Cross Blue Shield of Oregon
Regence Blue Cross Blue Shield of Utah
Regence Blue Shield of Idaho
Asuris Northwest Health
Regence Life and Health Insurance Co.

**Kaiser Foundation Health Plan includes:

Kaiser Foundation Hospitals
Kaiser Foundation Health Plan of Colorado, Inc.
Kaiser Foundation Health Plan of Georgia, Inc.
Kaiser Foundation Health Plan of Hawaii, Inc.
Kaiser Foundation Health Plan of Ohio, Inc.
Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc.
Kaiser Foundation Health Plan of the Northwest, Inc.

EXHIBIT 2

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE FLONASE ANTITRUST
LITIGATION

THIS DOCUMENT RELATES TO:

Indirect Purchaser Actions

CIVIL ACTION

No. 08-3301

Hon. Anita B. Brody

MEDICAL MUTUAL OF OHIO, on behalf of
itself and all others similarly situated,

Plaintiff,

v.

SMITHKLINE BEECHAM CORPORATION
d/b/a GLAXOSMITHKLINE plc,

Defendant.

CIVIL ACTION

NO. 12-4212

Hon. Anita B. Brody

**DECLARATION OF MARVIN A. MILLER IN
SUPPORT OF INDIRECT-PURCHASER PLAINTIFFS'
MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT**

I, Marvin A. Miller, pursuant to 28 U.S.C. §1746, declare as follows:

1. I am an attorney licensed to practice in the States of Illinois and New York and a Member of Miller Law LLC. I am the Co-Lead Counsel for the Indirect Purchaser Class in the above-captioned action, *In re Flonase Antitrust Litig.*, 08-3301 (E.D.Pa). I make this Declaration in Support of Indirect-Purchaser Plaintiffs' Motion for Preliminary Approval of Settlement (the "Motion"). I have personal knowledge of the facts stated in this Declaration and, if called as a witness, I could and would testify competently to them.

2. I have been a practicing attorney for over 40 years and have been handling complex class actions, including, antitrust, securities, commodities and multi-district matters for over 32 years.

3. This Court appointed me, Lori A. Fanning and Michael Buchman as Plaintiffs' Interim Class Counsel and, later, certified this action as a class action and again approved us as Co-Lead Counsel. *In re Flonase Antitrust Litig.*, 284 F.R.D.207 (E.D. Pa. June 18, 2012). I am also one of the counsel for Medical Mutual of Ohio in *Medical Mutual of Ohio v. SmithKline Beecham Corp. d/b/a Glaxosmithkline*, 12-cv-4212 (E.D.Pa.)("Medical Mutual").

A. NO COLLUSION; ARMS' LENGTH SETTLEMENT

4. I personally conducted and led the Plaintiffs' settlement negotiation team in all the negotiations for Plaintiffs which produced the Settlement Agreement which is attached as Exhibit 1 to the Motion and the SHP-Class Allocation Agreement.

5. All settlement negotiations were strictly at arms' length, in good faith, and absolutely free of any collusion. The negotiations began in January 2010 but fell flat and nothing further transpired on that front until on June 6, 2012, when the parties agreed to mediate with an independent mediator. Those efforts too failed. Then, with a trial date set for the Fall 2012, the parties began protracted and persistent negotiations for more than 2 months in the Fall 2012 while the trial date loomed and as both sides were actively preparing for trial that had since been postponed to commence in January 2013.

6. The settlement negotiations resulted in the Defendant agreeing as a part of a comprehensive settlement to pay \$35,000,000 to the Indirect Purchaser Class, from which attorneys' fees, incentive awards to Class Representatives and expenses will be deducted.

7. The Settlement was agreed to in principle on November 14, 2012. But the negotiations did not stop at that point. The Settlement Agreement document was then negotiated with fervor, but ultimately on December 6, 2012, the parties were able to execute the final Settlement Agreement.

8. In addition to discussions with Defendant, Class Counsel concurrently initiated discussions with counsel for more than 30 large commercial health insurers, including more than 25 insurers that had filed a Writ of Summons against GSK in the Philadelphia Court of Common Pleas in August 2012. These large health insurers generally have separate representation and usually opt out of class settlements in pharmaceutical class actions and reach separate direct (or non-class) settlements with defendants in cases similar to the case at hand. These entities are generally referred to as “Individually Represented Settling Health Plans” or “SHPs,” and are entities that would be members of the Settlement Class, but for their decision to exclude themselves from the Settlement Class.

9. Class Counsel here have substantial experience in the negotiation of pharmaceutical industry class settlements, including settlements involving SHPs. I advised Defendant of our communications with the SHPs. Defendant and its counsel understood from their participation in other pharmaceutical industry class action settlements the dynamics of this organization and that involving this group would promote settlement. The SHPs were directly involved in or informed promptly of all discussions with Defendant and with this Court.

10. Concurrent with the settlement negotiations with GSK, Class Counsel negotiated with counsel for the SHPs, concerning the SHPs’ share of the allocation to Third-Party Payors (“TPPs”). The SHPs represented that, in the aggregate, they provide or administer prescription drug and health benefits to at least 60 percent of the covered lives privately insured in the United States. Based on this representation, Class Plaintiffs, through Class Counsel, and the SHPs, through SHP counsel, after vigorous arm’s-length negotiations, agreed to an initial payment to the SHPs from GSK and a reconciliation process which is set forth in the Plan of Allocation. A copy of the Plan of Allocation is attached as Exhibit 2 to the Motion.

11. The SHPs also entered into a separate, private agreement with Defendant for settlement. In the SHP-Class Allocation Agreement, SHPs represented that the amount Defendant is to pay to them is \$11 million, and SHPs have agreed that \$1 million of that amount would be available for fees to Class Counsel for having created the benefits to be received by the SHPs (and/or, under certain conditions, for payment to the Class), leaving \$10 million as the SHP Group Initial Payment.

12. In part, the Plan of Allocation provides a mechanism for a reconciliation to insure that class TPPs' and SHPs' recovery is approximately proportionate net of attorneys' fees. Although the SHPs are participants in the private SHP Agreement, SHPs must submit their claims information to the Claims Administrator. After all class members' and SHPs' claims are submitted, a formula will be applied to determine whether the SHPs must pay any of the SHP Group Initial Payment back to the Class, or whether the SHPs may receive a distribution from the Class. The formula takes into account the amount SHPs have already received and the percentage of claims they represent, and allocates to them their share of attorneys' fees, expenses, incentive awards, and notice and administration costs associated with the settlement.

13. The record demonstrates that proposed Settlement and Plan of Allocation were negotiated at arm's-length, by counsel experienced in similar litigation, and that sufficient discovery enabled all counsel to have an adequate appreciation of the merits. All Class Counsel believe that the proposed Settlement and Plan of Allocation are fair, reasonable, adequate and in the best interests of all Class members.

B. ALLOCATION COUNSEL

14. In *In re: Warfarin Sodium Antitrust Litigation*, the seminal case in this Circuit addressing a structure for allocating settlement funds between consumers and TPPs in a class

action, the Third Circuit Court of Appeals endorsed the use of separate counsel (apart from Class Counsel) to negotiate the allocation:

[W]e agree with the District Court that any potential for conflicts of interest between and among consumers and TPPs that may have arisen prior to and during the settlement negotiations were adequately represented by the presence of separate counsel for consumers and TPPs. The existence of separate counsel, as well as the operation of the Executive Committee, provided adequate “structural protections to assure that differently situated plaintiffs negotiate for their own unique interests.” *Georgine*, 83 F.3d at 631 (finding inadequate representation of different groups of plaintiffs where no such structural protections existed); *see also Amchem*, 521 U.S. at 627-28, 117 S.Ct. 2231. Accordingly, we find that the District Court did not abuse its discretion in finding that the class satisfied the adequacy of representation requirement of Rule 23.

Warfarin Sodium, 391 F.3d 516, 533 (3d Cir. 2004) (footnote omitted).

15. Plaintiffs here have opted to follow the structure approved in *Warfarin*. In that regard, separate and independent counsel for consumers and TPPs were appointed by Co-Lead Counsel. Each has the impeccable credentials and requisite experience to undertake the task and has been recognized for her skills and abilities in handling complex class action matters such as this. They have not previously appeared in this action, have recently filed their appearances on behalf of their respective constituent group, and did independent analysis to decide allocation of the Settlement Fund.

16. Immediately after agreeing upon the amount GSK would pay to settle all indirect purchaser claims, Class Counsel engaged allocation counsel to determine the best method for allocating the Settlement Fund between consumers and TPPs. It was determined that the settlement fund for all indirect purchasers will be *pro rata* based on purchases of Flonase and its generic equivalents during the relevant time period except for the brand loyalists and flat co-pay purchasers as detailed in paragraph 16. A copy of the Joint Declaration of Deborah R. Gross and

Kimberly R. West In Support of End-Payor Plaintiffs' Motion For Preliminary Approval of Settlement ("Allocation Counsel Declaration") is attached as Exhibit 3 to the Motion.

17. Allocation Counsel have submitted their joint declaration on how the Settlement Fund should be allocated. We have evaluated the recommendation of Allocation Counsel to set up a single pool of funds for TPPs and consumers, net of attorneys fees and costs, and incentive awards, if any, with all class members taking a *pro rata* share and believe that it is meritorious. Moreover, the recommendation allows all members of the Class to participate in the Settlement Fund while also recognizing that there are certain issues relating to brand loyalists who purchased branded Flonase sold by GSK after a generic was available, and those with a flat co-pay, meaning that whether they purchased the brand or its generic equivalent, their out-of-pocket expense was the same. To address those issues, Allocation Counsel negotiated a weighted *pro rata* allowance to take into account the relative weakness of the brand-loyalists and flat co-payor class members' damages claims, and concluded that only 25% of their claim amounts will be used for the calculation of their *pro rata* share of the net Settlement Fund. Therefore, all class members providing releases will be eligible to file a claim and receive a share of the Settlement Fund, even those members of the Class who were brand loyalists or flat co-payers. Accordingly, we adopt the recommendation of Allocation Counsel.

C. THE STRENGTH OF PLAINTIFFS' CASE ON THE MERITS MEASURED AGAINST THE TERMS OF THE SETTLEMENT

18. This case has been litigated since July 2008 and Defendant has vigorously denied liability, GSK twice moved to dismiss the claims and moved for summary judgment four times on the following separate grounds: causation; *Noerr-Pennington* immunity; and state law specific grounds pertaining to choice of law and standing. Defendant also thoroughly disputed Plaintiffs' damages estimates. While Plaintiffs prevailed on the summary judgment motions,

sufficient to proceed to class certification and trial, in preparation for trial, Defendant filed an additional motion to limit the damages period. That motion and the Parties combined fourteen motions *in limine* were pending before this Court when the parties settled, but those motions created significant risk for the parties.

19. A four-state indirect purchaser class was certified on June 18, 2012 for Arizona, Florida, Massachusetts and Wisconsin. Subsequently on July 24, 2012, a national health plan, Medical Mutual of Ohio, filed a complaint as a named plaintiff seeking to represent a nationwide class of all TPP entities that had purchases of Flonase and its generic equivalents, asserting claims under the antitrust, consumer protection and unjust enrichment laws of 27 states.

20. No one can predict what the rate of claims by Class members will be in this particular case. Although it is certainly probable that Class members will receive less than all of their estimated damages, it is also probable, based upon my experience, that the amount Class members will receive will be substantial and, in all events, fair and reasonable compensation in light of the remaining risks of prosecution of the claims.

21. As also described in our accompanying brief, those risks include the following:

a. The additional motion limiting the damages period could be upheld, depriving Plaintiffs of significant recovery;

b. The possibility that the Court would deny certification of a nationwide class in the *Medical Mutual* case, rendering improbable any recovery for Class members in states other than the four states certified in the litigated class.

c. Some or all of Defendant's pending motions *in limine* could be granted, thus limiting evidence regarding the USP Fluticasone Propionate Nasal Spray Product Monograph; Overcharges for Damages Paid For Generic Versions of Flonase; Evidence that Contradicts the Corporate Designee; Other Citizen Petitions Filed By GSK And Other Persons; Painters District Council No. 30's Purchase Data; and/or GSK's Role in Development of USP Fluticasone Propionate Drug Substance Monograph;

d. Plaintiffs could lose at trial, or, if successful at trial, could lose on a motion for judgment notwithstanding the verdict, or on appeals. In any of these events, there would be no recovery for the Class.

e. Even if the Plaintiffs survived all of the foregoing risks, the amount of damages awarded and sustained post-trial and on appeals, could be less than that provided by this Settlement.

22. Class Counsel would have tried to overcome all the foregoing risks. I believe that Plaintiffs would have prevailed against the motion to limit the damages period and on their objection to the motions *in limine*. But I acknowledge that there were significant risks for Plaintiffs arising from each of these motions and if these risks materialized, especially cumulatively, their impact would have been substantial and perhaps virtually dispositive.

23. There were also risks for Plaintiffs arising from any trial on the merits, as well as post-trial motions and appeals. This includes risks that the amount of damages awarded to the Class (or actually received by claiming Class members) could be less than that provided by this Settlement and the Settlement Fund.

24. The foregoing risks of continued litigation strongly indicated to me that the provision of substantial compensation by this Settlement was, at the very least, a reasonable and adequate settlement of Class members' claims.

D. THE COMPLEXITY, LENGTH AND EXPENSE OF CONTINUED LITIGATION

25. Antitrust cases involve a complex area of law. The proposed six-week trial and potential appeals would each involve complex issues and prolong the litigation for years.

26. For example, Plaintiffs would have had to prove to the jury that 1) GSK possessed sufficient market power, or that the relevant product market consists only of generic and brand name Flonase, while GSK claimed that the relevant market included many other anti-allergy medications; 2) that GSK's citizen petitions to the FDA were completely a sham or were

objectively baseless; and 3) that GSK's sham citizen petitions delayed Roxane Laboratories, Inc.'s generic entry as opposed to Roxane's own missteps.

27. An estimate of the anticipated duration of continued litigation in the absence of this Settlement should take account of resolution of the pending motions; further preparation for the impending trial; the proposed six-week trial; post-trial motions; appeals; and post-appellate proceedings on remand in the District Court. The remaining time in the District Court, including post-trial motions, could involve additional years. There is no assurance that the Class would achieve a better result than the benefits of this Settlement provides to the Class.

28. After all that, the same claims process that will, if the Court approves the Settlement, begin early next year, would still remain. Accordingly, if this proposed Settlement is approved, it will save this Court substantial time and it will likely avoid years of delays before Class members would receive their monies in the absence of a Settlement.

E. THE STAGE OF THE PROCEEDINGS SO NEAR TRIAL AND THE AMOUNT OF DISCOVERY SHOW THAT CLASS COUNSEL WAS WELL-INFORMED DURING THE SETTLEMENT NEGOTIATIONS

29. At the time that Co-Lead Counsel and I exercised the judgment to agree to the Settlement, Class Counsel had completed all fact and expert discovery, including, *inter alia*, having reviewed and analyzed over 75,000 documents (2,676,608 pages of documents), taken or defended over 50 depositions, and reviewed and either supported or deconstructed nineteen expert reports.

30. Class Counsel had also completed full briefing on three motions for class certification, all of the motions for summary judgment, *Daubert* motions and the then-pending motions in limine.

31. In order to adhere to the Court's rigorous schedule, Class Counsel prepared for trial which was to begin January 10, 2013. In that regard, Class Counsel prepared an extensive pre-trial memorandum which included, among other materials, deposition designations, evidence lists of documents, witnesses, jury voir dire and jury instructions.

32. Class Counsel had also prepared mediation briefs on multiple issues. Class Counsel had also engaged in literally dozens of settlement arguments and negotiations with the Defendant.

33. In sum, all fact and expert discovery had been completed and substantial preparations had been made for the impending trial when Class Counsel exercised their judgment to settle.

34. I respectfully submit that Class Counsel was well informed of the facts and risks in this litigation throughout the settlement negotiations and when the Settlement was made.

35. As mentioned above, the negotiations for the settlement amount were prolonged and arduous, spanning many months. I believe that no further increase in what Defendant would pay could have been obtained. Further proceedings and negotiations could only have gone forward at the risk of losing on the motion to limit the damages period, some or all of the motions *in limine* and/or at trial.

F. SELECTION OF CLAIMS ADMINISTRATOR

36. Co-Lead Counsel, in order to obtain for the benefit of the Class a qualified Claims Administrator, requested competitive bids from four firms with which they have had prior experience, and recommendations from co-counsel as to firms which have, in other complex class actions, served in that capacity. All of the firms from which we sought competitive bids were provided with the same information regarding the structure of the proposed settlement and

administrative tasks so that all were on an equal footing when they prepared and submitted their respective bids.

37. Co-Lead Counsel received and analyzed those competitive bids, not only in terms of which submitted the best value to the Class but also compared the services and capabilities of each firm to perform the tasks required to efficiently and effectively complete the tasks within a reasonable time to expeditiously have distribution made to the members of the Class who file timely claims which this Court approves for payment.

38. Based on the criteria and our analysis and evaluation, Co-Lead Counsel believe that Rust Consulting should be approved by this Court to serve as Claims Administrator.

G. NOTICE TO THE CLASS

39. In order to provide adequate notice of the Settlement to the Class, Co-Lead Counsel retained the services of Katherine Kinsella of Kinsella Media, LLC, a well recognized class notice expert. Working closely with Co-Lead Counsel, Ms. Kinsella developed the forms of notice and a comprehensive Notice Plan which, when implemented, will provide notice to the vast majority of the Class, whose members reside in all states and U.S. Territories. The accompanying Declaration of Ms. Kinsella is attached as Exhibit 4 to the Motion.

40. In connection with the preparation of class notices, Class Counsel prepared proposed claim forms to be used by consumer and TPP Class members to submit their claims. The consumer and TPP claim forms provide class members with explicit instructions on claims submission. The TPP claim form further provides that TPPs with a small volume of claims (less than \$300,000.00) will be required to identify only the amount they paid for Flonase and its generic equivalents, and will have no other data submission requirements, subject to review by the Claims Administrator. The TPP and Consumer claim forms have been prepared under the

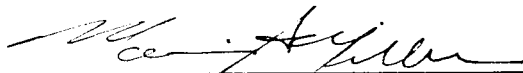
supervision of notice expert Kinsella Media, LLC and conform to Fed. R. Civ. P. 23 plain English requirements. Copies of the TPP and consumer claim forms are annexed as Exhibits 4, 5 and 6 to Exhibit C, the Notice Program, to the Kinsella Declaration.

H. CONCLUSION

41. For the reasons stated herein, in Plaintiffs' Motion for Preliminary Approval, and in the accompanying papers, I respectfully submit that the Court should enter the scheduling order and grant preliminary approval of the proposed class action Settlement.

I declare under penalty of perjury pursuant to the laws of the United States that the foregoing is true and correct.

Executed this 14th day of December, 2012, in Chicago, Illinois.

A handwritten signature in black ink, appearing to read "Marvin A. Miller", is written over a solid horizontal line.

Marvin A. Miller

EXHIBIT 3

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE FLONASE ANTITRUST
LITIGATION

THIS DOCUMENT RELATES TO:

Indirect Purchaser Actions

CIVIL ACTION

No. 08-3301

Hon. Anita B. Brody

MEDICAL MUTUAL OF OHIO, on behalf of
itself and all others similarly situated,

Plaintiff,

v.

SMITHKLINE BEECHAM CORPORATION
d/b/a GLAXOSMITHKLINE plc,

Defendant.

CIVIL ACTION

NO. 12-4212

Hon. Anita B. Brody

**JOINT DECLARATION OF DEBORAH R. GROSS AND KIMBERLY R. WEST IN
SUPPORT OF END-PAYOR PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF SETTLEMENT**

DEBORAH R. GROSS and KIMBERLY R. WEST hereby declare under penalty of perjury pursuant to 28 U.S. C. § 1746, as follows:

1. We respectfully submit this declaration in support of the settlement of the end-payor plaintiffs in the above captioned litigation, *In re Flonase Antitrust Litigation* (the “Flonase Litigation”).

BACKGROUND AND EXPERIENCE

2. I, Deborah R. Gross, am a shareholder in the Law Offices of Bernard M. Gross, P.C., and an attorney licensed to practice law in all state courts in Pennsylvania and Massachusetts and the United States District Courts for the Eastern District of Pennsylvania, the

District of Colorado, the Western District of Wisconsin, the United States Courts of Appeal for the Second, Third and Tenth Circuits, and the United States Supreme Court.. My firm resume is attached as Exhibit A hereto.

3. I concentrate my practice in the area of securities, antitrust and complex litigation. My focus is on representation of individual clients, such as the consumer end-payor plaintiffs in this case. I have represented and represent individuals who have lost money in the stock market arising from broker misconduct as well. I have not previously been involved in any third-party payor litigation.

4. Since 1998, I have been a lecturer in the Federal Securities Law at the PBI Annual Federal Securities Law Forum. I have also taught various Continuing Legal Education seminars including Oral Advocacy in the Federal Courts, Changes to Rule 23 of the Federal Rules of Civil Procedure, Attorney's Fees in Class Actions, M & A Litigation involving Pennsylvania Corporations and Current topics in the securities laws. In 2002, I was a guest panelist at the University Of Chicago Graduate School Of Business, 50th Annual Management Conference, speaking on the topic of "Accounting in Crisis - Who Watches the Watchdogs?" In 2003, I also spoke at The Directors' Conference, a three-day intensive program for directors and senior executives to explore the fundamentals of corporate governance and board service offered by the University Of Chicago Graduate School Of Business, Stanford Law School and the Wharton School of the University of Pennsylvania, discussing the legal issues surrounding audit committee qualifications, responsibility and content. I also spoke at the 2006 ABA Section of Business Law Annual Meeting on Controlling Restatement Chaos. I was on the Attorney Advisory Committee to the Pennsylvania Securities Commission in 2006 and 2007.

5. I was chair of the Federal Courts Committee of the Philadelphia Bar Association

and was responsible for organizing the June 1998 Bench Bar Conference of the Philadelphia Bar Association. I am presently President-Elect of the Philadelphia Bar Foundation, and have been a trustee of the Philadelphia Bar Foundation for over six years. I am a member of the Philadelphia Bar Association.

6. I, Kimberly R. West, have been a partner in the law firm of Wallace, Jordan, Ratliff & Brandt, LLC, located in Birmingham, Alabama, for the past fifteen years. Beginning with *In re Breast Implant Litigation*, I have represented third-party payors, specifically Blue Cross Blue Shield entities, in mass tort, antitrust, and complex litigation. Since 1997, my practice area has been third-party payor complex litigation -- primarily handling federal multi-district cases involving pharmaceutical, mass tort and antitrust issues.

7. I serve and have served as lead counsel to Blue Cross and Blue Shield plans across the country in federal multi-district pharmaceutical and mass tort litigation, including breast implant, Factor VIII, pedicle bone screw (E.D. Pa.), Sulzer hip implants, Fen-Phen (E.D. Pa.), Rezulin, Vioxx, Guidant and Medtronic heart defibrillators, Neurontin, Oxycontin, Ovcon, Tricor, Paxil (E.D. Pa.), AWP, Temodar (E.D. Pa.), Intron (E.D. Pa.), and other products. I have been appointed national class counsel for end-payors and third-party payors in antitrust and overpricing litigation, including cases involving the drugs Hytrin and Duract.

8. I am admitted to practice in all Alabama state courts, all Alabama federal district courts, the United States Court of Appeals for the Third Circuit, the United States Court of Appeals for the Eleventh Circuit, and the United States Supreme Court. I am a member of the American Bar, the Alabama State Bar and the Birmingham Bar Association. I have served on numerous committees for the Alabama and Birmingham Bar Associations. My resume is attached hereto as Exhibit B.

WORK AS ALLOCATION COUNSEL

9. On November 14, 2012, Ms. West was contacted by Counsel Pamela B. Slate, one of the attorneys who represents Medical Mutual of Ohio, regarding representation of the third-party payor members of an end-payor class and Ms. Gross was contacted by Class Counsel Marvin A. Miller to represent consumer members of an end-payor class in a negotiation to allocate the proceeds of a settlement of the end-payor litigation involving branded and generic Flonase.

10. Following a conference call with Ms. Slate and Mr. Miller on November 15, 2012, regarding the background and status of the case, the settlement negotiations, the duties expected of them, and the available information, Ms. Gross and Ms. West provided counsel with our firm and individual resumes and agreed to undertake to represent, respectively, consumers and third-party payors as allocation counsel. We understood that time was of the essence in regards to the main settlement, the court deadlines, and our negotiation.

11. We have never previously worked together on a matter, nor referred business to each other, and this call was the first time we had met each other. We understood from this initial conference call that the structure being put into place by the end-payor class counsel was to have independent allocation counsel with undivided duties of loyalty to the consumer and third-party payor portions of the class. Mr. Miller and Ms. Slate cited us to and provided us with copies of the Third Circuit's *In re Warfarin Sodium Antitrust Litigation*, 391 F.3d 533 (2004) – a case in which Ms. West represented third-party payors. We understood our duties to be to review and assess the nature and strength of the legal claims made by the class, the experts' opinions as to damages in various scenarios and a breakdown of damages between the consumer and third-party payor portions of the class, and engage in an arms'-length negotiation as to how

the settlement funds should be allocated between consumer and third-party payor class members.

12. During this call, we requested the various pleadings in both the direct and end-payor cases: 1) End Payor Plaintiffs' Fourth Amended Consolidated Complaint; 2) 1/20/10 Flonase II Opinion on Motion to Dismiss; 3) 6-2-11 Memorandum Opinion Denying GSK's Motion for Summary Judgment on Noerr-Pennington grounds; 4) 9/26/2011 Summary Judgment Opinion on Standing. We also requested the transcript of three days of hearing on class certification. All of our requests were promptly fulfilled. We immediately began the work of reviewing these pleadings, among others we obtained from the PACER docket.

13. Upon requesting the expert reports in this case, we were advised by Mr. Miller that there was a protective order with the defendants regarding information contained in these reports in place. We reviewed the order, agreed to its terms, which defined parties to whom this information could be revealed as, among others, attorneys in the case and, accordingly, filed notices of appearance in the case. Mr. Miller provided us with the order for the caption of the case, consolidating all cases, which we used in filing our appearances.

14. Shortly thereafter, Mr. Van Tine in Mr. Miller's office provided us with the following materials: 1) November 15, 2012 report prepared by Dr. Rausser's office, OnPoint; 2) January 26, 2010 Dr. Rausser's Report with Exhibits; 3) May 20, 2010 Dr. Rausser's Rebuttal Declaration with Exhibits; and 4) Dr. Rausser's October 25, 2010 Rebuttal Declaration with Exhibits.

15. In addition, Mr. Van Tine provided us OnPoint's damages breakdowns as set forth in the following materials: 1) Flonase Damages Breakdown – WISCONSIN – rev1 – 9-20-2012; 2) Memo – Flonase Damages Revised 2012 – 10- 4; and 3) Memo – Flonase Damages rev'd 2012-09-21. We promptly began review of these documents, including the exhibits.

16. Beginning November 15, 2012, we reviewed the literally thousands of pages of transcripts and expert reports referenced above. Until this information was reviewed and the settlement negotiations between the main parties were concluded, however, we agreed to negotiate the allocation model in hopes of an imminent settlement which would have a structure in which we could finalize negotiations for allocation.

17. To this end, we researched, reviewed and discussed the allocation structure and results found in other indirect purchaser actions including, among others: *In re Warfarin Sodium Antitrust Litigation*, *supra*; *In re Terazosin Hydrochloride Antitrust Litigation*, 2005 WL 2415960 (S.D. Fla. 2005); *Nichols v. SmithKline Beecham*, 2005 WL 950616 (E.D. Pa. 2005); *Sullivan v. DB Investments*, 667 F.3d 273 (3rd Cir. 2011) (en banc); *In re Relafen Antitrust Litigation*, Civ. 01-12239, D. Mass; *In re TFT-LCD (Flat Panel) Antitrust Litigation*, 2011 U.S. Dist. LEXIS 154288 (N.D. CA. Dec. 27, 2011).

18. Mr. Miller and Ms. Slate duly and timely kept us apprised of the status of the settlement negotiations and the parties' reports to this Court in the case as they were relevant to our work and our deadlines. On November 21, 2012, a week after we had begun our work, Mr. Miller informed us that a settlement had been reached in principle but negotiations were continuing regarding the language for a settlement agreement.

19. We continued our negotiations over the holiday weekend. Mr. Miller apprised us that the parties were working on the specific terms of the settlement agreement and as soon as it was available, on Sunday November 25th, provided us with the class definition. This definition was different in several respects from the class definitions in the materials we had reviewed and based on our previous negotiations.

20. We agreed that we needed further clarification of the experts' reports and

opinions, and asked Mr. Miller to make Dr. Rausser available to us. He introduced us by email to Laura Craft from OnPoint, Dr. Rausser's offices. We set up a call with Ms. Craft and Mr. Kovach from OnPoint, and spoke with them on November 27, 2012. In preparation for this call, we took extensive notes from the previous expert's reports, and following that call, reviewed sections of the reports again.

21. Throughout this time, we had calls with Mr. Miller regarding the status of the final class papers, the timing of our work, and any additional information we might need. As part of these procedural calls, Mr. Miller informed us that there was a delay in final resolution due to the SHP negotiations. We requested and received clarification from Mr. Miller and Ms. Slate regarding the SHP progress to confirm that it had no impact on our negotiations. We continued our negotiations.

22. Following the call with OnPoint, we also received and reviewed additional information from Mr. Miller's office and OnPoint, including Dr. Cremieux's reports. We reviewed those reports as well as the materials discussed above.

23. We negotiated at length from December 1-3, 2012, and arrived at a settlement allocation. Our negotiations were vigorous, at arm's length, and complicated due to the change in class definitions over time. During the negotiations, we reviewed additional caselaw, expert calculations, testimony from both the plaintiffs' and defense economic damages experts, and the Court's decision on class certification. Having reviewed and discussed the pleadings, the class certification transcript, the expert reports, the various class definitions in this case, including the new settlement class definition and the unique market for Flonase, we agreed to an allocation that we believe to be fair and reasonable in this case for these class members for this product. The interests of consumers and TPPs were vigorously represented by Ms. Gross and Ms. West,

respectively. All of our negotiations were independent of class counsel and counsel for *Medical Mutual Ohio*, and the allocation decision was ours alone.

ALLOCATION DETERMINATION

24. As is the case with all negotiations, both sides made concessions to arrive at the end result. One example reflects the inclusion of brand-loyalists and flat co-payors in the settlement class definition. Our negotiations involved whether or not to permit these class members an award or not. Eventually, we agreed to allow a weighted allocation for them to reflect the relative weakness of their liability position and their small percentage of total damages as calculated by the experts' based on their methodology.

25. Further, after exhaustive discussion of the two pool methodology for allocation, and the net recognized loss calculations, we decided not to apply the expert's previous breakdowns of damages between consumers and TPPs to permit such an allocation. For example, initially the class damages expert's opinion favored an allocation of damages to TPPs based on a restrictive class definition, expansion of the class seemingly altered this equation. The settlement class definition was even more expansive; however, Ms. West argued that factors not considered by the experts with the more restrictive class definitions, especially the failure to account for a branded preference for Flonase resulting in a reduced co-pay on almost all TPP tier formularies, made the lower TPP percentage based on the more expansive class definitions suspect. Ms. Gross argued that the damages timeframe pre-generic injury altered the analysis to favor consumers to a degree not reflected in the experts' average damage breakdown analyses. While both scenarios were plausible, the result was ultimately unknown. Rather than set up two pools based on uncertain assumptions, Ms. Gross and Ms. West conceded that a single pool of funds, net of attorneys fees and costs, and incentive awards, if any, ("the net settlement fund")

with all class members taking pro rata was the best model to reflect actual damages payments.

26. In addition, the settlement class definition added to the previous class period, now extending from May 19, 2004, to March 31, 2009. The settlement class definition includes brand-loyalists and flat co-payors, consumers who had previously been excluded from the four state certified litigation class.

27. Further, the market for Flonase and its generics was completely dissimilar from the products in the caselaw we reviewed which were primarily for chronic conditions, rather than the episodic nature of Flonase treatment. And once the initial generic hit the market there was an almost immediate change from branded Flonase to the generic; reflecting a market change not noted with the other drugs.

28. We were also confronted with the class damages experts' testimony that the class membership could swing by as much as 22% based on assumptions regarding "switchers." Switchers consisted of those consumers who had purchased branded Flonase before generic entry and simply did not show up in the data afterwards. Extending the class period by approximately three months would presumably add to the percentage of "switchers," adding more uncertainty into the damages calculations based on the previous class definitions.

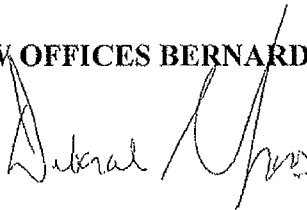
29. Given these factors, among others, including the give and take which arose in the course of our negotiations, we concluded that our allocation should be based on actual payments by class members during the class period for Flonase and its generics. Such a methodology would reflect the actual market and would self-correct many of the issues we had each raised with the assumptions underlying the very different analyses undertaken with the previous class definitions. Because the damages under any scenario are larger than the settlement fund, a distribution of the net settlement fund pro rata is appropriate.

30. As to brand-loyalists and flat co-payor class members, we negotiated a weighted pro rata allowance to take into account the weakness of their damages claim, both legally and factually; concluding that they should be allocated 25% of their claim for the net settlement fund.

31. In conclusion, it is our considered opinion that a pro rata distribution of the net settlement fund based on class members' payments for Flonase and its generics during the class period is a fair and reasonable allocation of the settlement funds.

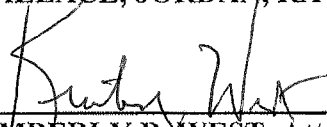
Dated: December 13, 2012

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EXHIBIT A

LAW OFFICES BERNARD M. GROSS, P.C. (the “Firm”), is committed to providing professional, efficient, and attentive legal services. We are nationally recognized lawyers concentrating on helping individuals, classes of individuals, or businesses who have been injured as a result of violations of antitrust laws, securities laws, ERISA laws, or consumer protection laws or another’s negligence and fraud in federal and state courts throughout the country. The Firm has also represented shareholders in their fight for changes in corporate governance.

We take our cases on a contingent fee basis. Our attorneys are strong believers in the contingent fee as a socially useful, productive, and satisfying basis for compensation of legal services, particularly in litigation. It is not the number of hours that determines our fee, rather it is the result achieved for our clients.

We value practicing in a small environment where professional and personal interaction, among all, is essential for a team approach to cases. The Firm’s structure allows for a far greater degree of independence, flexibility, and satisfaction than a large firm environment without sacrificing the quality and sophistication of representation necessary to litigate complex civil actions successfully throughout the United States.

Judges throughout the country have recognized contributions of the Firm in class action cases. Recently, in approving an \$82.5 million settlement of a securities fraud lawsuit against Aetna, Inc. in the United States District Court for the Eastern District of Pennsylvania, in which the Firm was co-lead counsel, Judge Padova stated:

“Furthermore, class counsel is of high caliber with extensive experience in similar class action litigation . . . consistently submitted documents of superb quality, and were very diligent in preparing filings in a timely manner under tight deadlines . . . This Court has made special note of the efficiency and professionalism of counsel in completing discovery and resolving discovery disputes with little court intervention.”

In re Aetna Inc. Securities Litigation, MDL No. 1219 (E.D.Pa. January 5, 2001). Similarly, in approving a settlement of \$106 million in the United States District Court for the Eastern District of Pennsylvania, in *In re Automotive Refinishing Paint Antitrust Litigation*, MDL 1426, Judge Surrick commented on Law Offices Bernard M. Gross, P.C., noting:

I want to commend counsel on both sides of this litigation. I think that the representation on both sides of this litigation is as good as I’ve ever seen in my entire professional career. Counsel worked together in this case. They frankly made the job of this Court very easy and I commend all of you for what you’ve done in this litigation.

pp. 18-19 of transcript of August 9, 2007 hearing.

In *Cortese v. Radian*, Civil Action No. 07-3375 (E.D.Pa. January 30, 2008), Judge McLaughlin stated:

“Bernard Gross has been active in securities litigation for 30 years. The Court is familiar with the firm and is confident that it is qualified to serve as liaison counsel.”

The Firm is a strong supporter of the Philadelphia Museum of Art, having been a corporate sponsor for many years, the Free Library of Philadelphia, the University of Pennsylvania and Central High School, having assisted in raising moneys to build a new library. The Firm has recently donated three Harley Davidson police motorcycles to the City for the Philadelphia Police Highway Patrol.

PRACTICE AREAS

SECURITIES FRAUD CLASS ACTION LAWSUITS

The Securities Fraud Class Actions which the Firm prosecutes are designed to recover monies for investors in domestic and foreign publicly traded corporations based primarily on allegations that the corporation, through its officers or directors, disseminated materially false and misleading statements to the investment community concerning the corporation’s financial condition or products, services, and business. The materially false and misleading statements resulted in the artificial inflation of the price of the company’s stock or bonds. As a result, investors unwittingly paid too much for their stock or bonds. Under federal law, the investors are entitled to compensation. Often these false and misleading statements are disseminated through press releases issued by the company, filings with the SEC, and company annual and quarterly reports.

CURRENT CASES

ADVANTA (2:09cv04730-CMR)(E.D. Pa.) The Firm is local counsel, representing investors who purchased or otherwise acquired the Class A and/or Class B common stock of Advanta Corp. between November 27, 2007 and May 11, 2009, inclusive. The complaint alleges that Advanta and certain of its officers and/or directors issued materially false and misleading statements regarding the Company’s business and financial results during the class period in violations of the Securities Exchange Act of 1934 (the “1934 Act”).

PARKSIDE CAPITAL LLC v. CONSTAR INTERNATIONAL, INC. et al., (2:03cv05020-EL)(E.D. Pa.). The Firm is co- lead counsel, representing investors who purchased Constar common stock shares pursuant or traceable to Constar’s November 14, 2002 initial public offering. The Complaint alleges that Constar, certain of its officers and directors, the co-lead underwriters of the IPO, and Constar’s former parent company, Crown Holdings, Inc., formerly known as Crown Cork & Seal Company, Inc. violated of Sections 11 and 15 of the Securities Act of 1933 (the “Securities Act”), 15 U.S.C. § 77k and 77o.

IN RE DEUTSCHE BANK AG SECURITIES LITIGATION (09cv01714-DAB)(S.D.N.Y.). The Firm is co-lead, representing all persons who purchased or acquired securities issued by Deutsche Bank AG (“DB” or the “Company”), pursuant or traceable to the registration statement, prospectus, and prospectus supplements referred to as the October 2006,

May 2007 and June 2007 Offering Materials. The Complaint alleges that the Offering Materials used were false and/or misleading in violation of §§11, 12(a)(2), and 15 of the Securities Act of 1933 (the “Securities Act”), 15 U.S.C. §§77k, 77l, and 77o. This action is brought against DB, its senior insiders and the investment banks that underwrote the Offerings (collectively, “defendants”).

MARSHALL FREIDUS AND EDWARD P. ZEMPRELLI v. ING GROUP, et al. (09cv1049-LAP)(S.D.N.Y.). The Firm is co-lead counsel, representing investors who acquired the 6.375% ING Perpetual Hybrid Capital Securities (“6.375% Securities”), 7.375% ING Perpetual Hybrid Capital Securities (“7.375% Securities”) and the 8.50% ING Perpetual Hybrid Capital Securities (“8.50% Securities”) (collectively, the “Securities”) of ING Groep N.V. (“ING” or the “Company”) pursuant or traceable to a false registration statement and three separate prospectuses (collectively, the “Registration Statements”) issued in connection with the Company’s June 2007, September 2007 and June 2008 Offerings of the Securities, respectively (the “Offerings”). This action asserts strict liability and negligence claims under the Securities Act of 1933 (“1933 Act”) against ING, its senior insiders, the investment banks that underwrote the Offerings, and ING’s auditor (collectively, “defendants”).

CHEN v. NORTEL, et al., (09cv04691-SAS)(S.D.N.Y.) The Firm is co-lead counsel, representing investors who purchase Nortel securities between May 2, 2008 and September 17, 2008. The claims asserted in the action arise under Section 10(b) and 20(a) of the Exchange Act [15 U.S.C. §§78j(b) and 78t(a)] and Rule 10b-5 promulgated thereunder by the Securities and Exchange Commission (“SEC”) [17 C.F.R. § 240.10b-5].

BELMONT HOLDINGS CORP. v. SUNTRUST BANKS, INC., et al., (1:09cv01185-WSD)(N.D. Ga.). The Firm is co-lead counsel, representing all persons who acquired the 6.375% ING Perpetual Hybrid Capital Securities (“6.375% Securities”), 7.375% ING Perpetual Hybrid Capital Securities (“7.375% Securities”) and the 8.50% ING Perpetual Hybrid Capital Securities (“8.50% Securities”) (collectively, the “Securities”) of ING Groep N.V. (“ING” or the “Company”) pursuant or traceable to a false registration statement and three separate prospectuses (collectively, the “Registration Statements”) issued in connection with the Company’s June 2007, September 2007 and June 2008 Offerings of the Securities, respectively (the “Offerings”). This action asserts violations of the Securities Act of 1933 (“1933 Act”) based on theories of strict liability and negligence – but not fraud – against SunTrust, certain of its subsidiaries, its senior insiders, its auditors and the investment banks that underwrote the Offering (collectively, “defendants”).

WADE v. WELLPOINT, INC., et al., (1:08cv00357-SEB-DML)(S.D. Ind.). The Firm is co-lead counsel, representing all persons who purchased or acquired the common stock of defendant WellPoint between January 23, 2008 and March 10, 2008, inclusive (the “Class Period”). The claims asserted in the action arise under Section 10(b) of the Securities and Exchange Act of 1934 (the “Exchange Act”), Rule 10b-5 promulgated thereunder by the SEC, and Section 20(a) of the Exchange Act

SETTLEMENTS

AETNA (E.D. Pa.) – The Firm was co-lead counsel, representing investors who purchased Aetna Inc. common stock between May 6, 1997 through September 29, 1997. The complaint alleged that defendants, through a series of accounting and actuarial manipulations, falsified Aetna's publicly filed financial statement by reporting materially understated medical expenses and artificially inflated operating earnings. A settlement was achieved on behalf of the class for \$82.5 million.

ALLEGHENY ENERGY (D. Md.) – The Firm was co-lead counsel on behalf of a class of investors who purchased Allegheny Energy Securities between April 23, 2001 and October 8, 2002. The action alleged that defendants concealed a chronic and systematic breakdown of the company's internal accounting controls at Global Energy Markets, the company's newly acquired energy trading subsidiary. A settlement was achieved for \$15.05 million.

AMF BOWLING (S.D.N.Y.) - The Firm was co-lead counsel on behalf of purchasers of AMF common stock in the Initial Public Offering on November 19, 1997 through and including February 26, 1999. Plaintiffs alleged that the Registration Statement and Prospectus failed to disclose the serious risks posed by the continuing decline in lead participation at AMF Bowling Centers and the risk that AMF reported financial results were not false and misleading. During the course of the litigation, the company filed for bankruptcy protection. The case settled for \$20 million comprised of two settlements, \$12 million from the Investment Bank Defendants and \$8 million from the Individual Defendants.

COREL CORPORATION (E.D. Pa.) – The Firm was co-lead counsel on behalf of purchasers of Corel common stock between December 7, 1999 and March 20, 2000. Plaintiffs alleged that defendants did not disclose the truth about the company's business prospects and earnings. A settlement was achieved for \$7 million.

HUNTSMAN (E.D. Pa.) – The Firm was lead counsel on behalf of all persons or entities who purchased the common stock or call options or sold put options, of Huntsman between May 14, 2008 and June 18, 200. The case concerned defendants' false and misleading statements and omissions of material facts concerning the proposed merger between Hexion and Huntsman ("the Proposed Merger") pursuant a merger agreement, signed on July 12, 2007, between Hexion, as the buyer, and Huntsman, as the seller, in which Hexion would purchase all of the common stock of Huntsman for \$28 per share, in cash ("the Merger Agreement"). A settlement was achieved for \$18 million.

MOTOROLA (N.D. Ill.) – The Firm was co-lead counsel on behalf of purchasers of Motorola's common stock from November 4, 1994 to February 17, 1995. The case concerned allegations that defendants knew but did not disclose material information concerning excess inventory of Motorola cell phones held by Motorola's domestic customers. A settlement was achieved for \$25 million.

RAVISENT TECHNOLOGIES INC. (E.D. Pa.) – The Firm was co-lead counsel on behalf of purchasers of Ravisent stock between July 15, 1999 and April 27, 2000. Plaintiffs

alleged that Ravisent failed to disclose that the company was recognizing revenue from software licensing agreements in violation of its own internal accounting procedures. As a result of the improper revenue recognition, plaintiffs alleged that the company's financial statements contained material overstatements of revenue. A settlement was achieved for \$7 million.

UNIVERSAL ACCESS INC. (E.D. Tx.) – The Firm was co-lead counsel on behalf of purchasers of Universal Access common stock from May 10, 2001 through March 22, 2002. Plaintiffs alleged that defendants made misrepresentations about Universal Access' financial statements. A settlement was achieved for \$11 million.

VERISIGN INC. (N.D. Cal.) – The Firm represented investors in Verisign Inc. who purchased their stock between January 25, 2001 and April 25, 2002. Plaintiffs alleged that defendants made false and misleading statements about the company's business and financial results. A settlement was achieved for \$78 million.

DERIVATIVE LAWSUITS

The Firm also has aggressively pursued cases brought by shareholders on behalf of publicly traded corporations injured by the breach of fiduciary duty or waste of corporate assets by its officers and directors. As a result, the Firm has successfully implemented remedial recoveries which also improve shareholder value and prevent corporate future mismanagement, including the adoption of corporate therapeutic measures, corporate governance policies and procedures, and the hiring of audit committee consultants to redress alleged inadequacies.

ABBOTT LABORATORIES (N.D. Ill.) - The Firm, as co-lead counsel, filed a derivative action against the directors of Abbott for their breach of their fiduciary duties by allowing the Company to violate FDA quality rules dating back to 1993 and resulting in a consent decree that Abbott entered into with the federal government on November 2, 1999, requiring the Company to pay a \$100 million fine and make corrective changes at its manufacturing facilities. A settlement was reached in 2004 which required the Company to implement measures to strengthen the Board of Directors' oversight of regulatory compliance, and to pay \$27 million for new compliance and regulatory measures.

SCHERING-PLOUGH CORP. (D.N.J.) - The Firm, as co-lead counsel, brought litigation against current and former directors alleging that they breached their fiduciary duties with respect to their oversight of Schering's manufacturing and quality control practices, as well as medical marketing and sales practices, certain of which had become issues in two then on-going (and since resolved) investigations by the United States Attorneys' Offices in Boston and Philadelphia. Plaintiffs contended that the alleged wrongdoing in these areas occurred over a period of years, and resulted in financial, operational and reputational damage to the company. A settlement was reached in which the company agreed to change its global compliance and audit functions, fund these changes for five years, enhance communication between the board and management, and change the way board members are elected and paid.

BOEING COMPANY (Dela. and Ill. State Court) – The Firm, as co-lead counsel, filed a derivative action against current and former directors for breach of their fiduciary duties of care,

good faith and loyalty by failing to take proper steps to prevent or remedy ethical and legal violations by the company and its employees, thereby exposing the company to substantial fines, liabilities, loss of contracts and other business. A settlement was reached which provided for the adoption and implementation of significant corporate governance and compliance measures and the commitment of substantial treasury funds, in the amount of \$29 million above 2004 expenditures, to implement and support those governance and compliance measures and to fund further enhancements to Boeing's ethics and compliance program.

ERISA LAWSUITS

Law Offices Bernard M. Gross, P.C., litigates claims on behalf of employees and/or retirees alleging interference with their interests under the Federal Employee Retirement Income Security Act (ERISA). Among its provisions, ERISA recognizes that the pension and 401(K) plan trustees owe fiduciary duties to the participants and beneficiaries in these plans. This duty is sometimes breached, particularly where a company deems investment in its own equities appropriate, despite having access to information that clearly indicates otherwise. This conflict of interest and the resultant losses can be devastating to employees who often depend on their 401(K) accounts as a principal source of retirement income.

CVS CORPORATION (D. Mass.) - The Firm, as co-lead counsel, represented all persons who were participants or beneficiaries in the CVS 401(K) Profit Sharing Plan (the "401(K) Plan), the CVS Corp. and Subsidiaries Employee Stock Ownership Plan (the "CVS ESOP"), and who held, acquired, purchased or had contributed common stock and/or CVS preference stock (collectively "CVS stock") to his or her account in either plan at any time from December 1, 2000 to October 31, 2001 (the "Class Period"). A settlement was achieved for \$3 million.

NUI CORPORATION (D.N.J.) – The Firm, as co-lead counsel, represented individuals who were participants or beneficiaries of the (i) NUI Corp. Savings and Investment Plan and/or (ii) NUI Corp. Savings and Investment Plan for Collective Bargaining Employees during any portion of November 8, 2001 through and including September 26, 2003. A settlement was achieved for \$850,000.00.

ANTITRUST CLASS ACTION LAWSUITS

The Antitrust Practice of the Firm focuses primarily on the representation of plaintiffs who have been the victims of price fixing, unfair trade practices, or other anti-competitive conduct. The firm has taken a leading role in many of the largest price fixing and price discrimination cases throughout the United States, which have, after either trials or settlements, led to recovery for the injured parties, of hundreds of millions of dollars.

AUTO PAINT REFINISHING (E.D.Pa.) – The Firm served as co-lead counsel for the class in an antitrust action on behalf of direct purchasers of automotive refinishing paint from defendants during the period January 1, 1993 to December 31, 2000. Defendants included PPG Industries, E.I. DuPont de Numours, Sherwin-Williams, BASF and Akzo Nobel Coatings. . A

settlement has been reached with all defendants totaling \$106 million. This was the largest private antitrust settlement ever achieved in which the federal government empanelled a grand jury and, eventually, closed the investigation without bringing any charges brought against any of the paint manufacturers

CARBON BRUSHES (N.D.J.) – The Firm served as co-lead counsel for the class in an antitrust action that accused a group of manufacturers of electrical carbon products of engaging in a decade long conspiracy to fix prices. Defendants included Morgan Crucible, Carbone of America Industries, Schunk GmbH and SGL Carbon. A settlement was reached for \$21.9 million.

FLAT GLASS - (M.D.L. 1200) (W.D. Pa.) - Horizontal price fixing. This was an antitrust action brought on behalf of purchasers of flat glass products alleging that the principal manufacturers of such products colluded to fix prices at artificially inflated levels. Settlements were reached with four of the five defendants totaling over \$60 million.

MEDICAL X-RAY FILM (E.D.N.Y.) – The Firm was co-lead for the class of purchasers from the manufacturers of x-ray film and recovered \$24 million on behalf of the class by settlement.

OLIN SKI LITIGATION (E.D. Pa.) – The Firm was co-lead counsel alleging price fixing by Olin Ski Company and its distributors in the United States. The case was tried and the jury returned a verdict in favor of the class. This was the first time that a class action vertical price fixing case was successfully tried before a jury. The case was eventually settled for more than \$7 million.

EMPLOYEE WAGE CLAIM CLASS ACTION LAWSUITS

Overtime lawsuits can be pursued by workers who have been denied overtime wages in direct violation of the U.S. Fair Labor Standards Act of 1938. The act is a federal law which governs not only pay practices, but also the minimum wage and child labor practices.

UNFAIR MERGERS

Takeover proposals are often approved by board of directors without the board properly shopping these proposals for the best price or providing shareholders with adequate information to make an informed decision.

NETSMART - Recently, the Firm on behalf of shareholders of Netsmart achieved a noted victory where the board only looked at private equity buyers and refused to look at strategic buyers. The court imposed a temporary injunction on the Merger until the proxy materials were amended to include further information on the expected future cash flow projections, as well a "fuller, more balanced" description of the Board's actions in canvassing potential strategic buyers.

CONSUMER FRAUD LAWSUITS

Consumer fraud describes a wide range of improper practices that may involve advertising, marketing and/or the sale of goods or services. Consumer fraud class actions are initiated, for example when a company overcharges or improperly charges consumers for goods and services, or runs deceptive or misleading ads for its products. Companies also commit consumer fraud when they interpret a contract or agreement in a manner that unfairly disadvantages consumers. The Firm specializes in litigation on behalf of consumers. These types of class actions have resulted in significant monetary recoveries for consumers and changes in corporate policies on a class-wide basis.

BERKHEIMER (Ct. of Common Pleas, Pa.) - The Firm, as lead counsel, represented all Pennsylvania taxpayers who paid costs to Berkheimer in connection with the collection of delinquent local Earned Income Taxes (“EIT”) for tax years 1995 through 2001. The court approved the settlement of the action for total consideration of \$2 million.

ATTORNEYS

BERNARD M. GROSS is a graduate of Central High School of Philadelphia (B.A. 1952), the University of Pennsylvania Wharton School (B.S. 1956), and the University of Pennsylvania School of Law (L.L.B. 1959). He founded the Law Offices Bernard M. Gross, P.C., over forty years ago. He is a former Assistant City Solicitor in charge of bonds and contracts for the City of Philadelphia (1961-64). He was a member of the Pennsylvania General Assembly from 1967-70. He is admitted to practice before the United States Supreme Court, United States Court of Appeals for the Third Circuit and the United States District Court for the Eastern District of Pennsylvania and the Supreme Court of Pennsylvania.

Bernard M. Gross has been an active member of The American Association for Justice since 1960. In 1990, he received the “Stalwart” award from The Association of Trial Lawyers of America. Mr. Gross was a member of the House of Delegates of the Pennsylvania Bar Association (1988-93). He is a former member of the Board of Governors of the Pennsylvania Association for Justice and currently a member of the Legislative Policy Committee of the Pennsylvania Association for Justice. Mr. Gross was a member of the Board of Governors of the Philadelphia Bar Association, a past President of the Philadelphia Trial Lawyers Association, past Chairman of the Philadelphia Bar Association Committee on Judicial Compensation and former Chairman of its Civil Legislative Committee. He is formerly Chancellor of the Tau Epsilon Rho Law Fraternity Philadelphia Graduate Chapter.

Mr. Gross has lectured on behalf of the Philadelphia Trial Lawyers Association and the Pennsylvania Trial Lawyers Association. He has participated in many complex federal and class actions, including antitrust, consumer fraud and corporate securities litigation.

DEBORAH R. GROSS is a graduate of the University of Pennsylvania Wharton School (B.S. 1982) and Boston University School of Law (J.D. 1985). She is a graduate of the Cheltenham High School. She is admitted to practice before the Supreme Court of Pennsylvania, the Supreme Court of Massachusetts, the United States District Courts for the Eastern District of

Pennsylvania, for the District of Massachusetts, and for the District of Colorado, the United States Court of Appeals for the Third Circuit and for the Tenth Circuit, and the United States Supreme Court.

Since 1998, Ms. Gross has been a lecturer in the Federal Securities Law at the PBI Annual Federal Securities Law Forum. She has also taught various Continuing Legal Education seminars including Oral Advocacy in the Federal Courts, Changes to Rule 23 of the Federal Rules of Civil Procedure, Attorney's Fees in Class Actions and current topics in the securities laws. In 2002, Ms. Gross was a guest panelist at the University Of Chicago Graduate School Of Business, 50th Annual Management Conference. She spoke on the topic of "Accounting in Crisis - Who Watches the Watchdogs?" In 2003, Ms. Gross also spoke at The Directors' Conference, a three-day intensive program for directors and senior executives to explore the fundamentals of corporate governance and board service offered by the University Of Chicago Graduate School Of Business, Stanford Law School and the Wharton School of the University of Pennsylvania. She discussed the legal issues surrounding audit committee qualifications, responsibility and content. She spoke at the 2006 ABA Section of Business Law Annual Meeting on Controlling Restatement Chaos. Ms. Gross was on the Attorney Advisory Committee to the Pennsylvania Securities Commission in 2006 and 2007.

Ms. Gross was chair of the Federal Courts Committee of the Philadelphia Bar Association and was responsible for organizing the June 1998 Bench Bar Conference of the Philadelphia Bar Association. She was a member of the Third Circuit Judicial Council Bench Bar Relations Committee. She is a member of the Philadelphia Federal Court Historical Society and chaired the annual dinner where Justice Scirica spoke. She was on the Friends Committee for the 29th Annual Conference of the National Association of Women Judges.

For the past four years, Ms. Gross has been a trustee of the Philadelphia Bar Foundation, the Charitable Arm of the Philadelphia Bar Association. The Foundation's mission is to promote access to justice for all people in the community, particularly those struggling with poverty, abuse and discrimination. The Foundation provides funding to over 30 grantee organizations. She is responsible for the establishment of the cy pres committee of the Foundation which requests courts to award the residual moneys from class action lawsuits. She also assisted in the reinvigoration of the Andrew Hamilton Gala co-chairing for the past two years the premier event of the Philadelphia Legal Community which raises moneys for the Foundation.

Ms. Gross is involved in many other nonprofit and educational organizations including Temple Adath Israel where she is a member of the Executive Committee, First Vice President. Previously, she was Vice President of Education, responsible for education at the preschool and religious school. She has also been heard of the education committees of the religious school and preschool as well as a member of the Board of Directors. Her children attend the William Penn Charter School where she is a class parent. She has also organized a program to bring the third and eighth grade students from William Penn Charter to the federal courthouse to observe a naturalization ceremony. She co-chaired and raised moneys for the University of Pennsylvania Class of 1982 25th year reunion which had a record number of attendees and raised a record number of donations. She has supported numerous charitable organizations including Hazon, Jaffa Institute. She participated in the first Three Day Walk in Philadelphia to raise moneys for

breast cancer.

ROBERT P. FRUTKIN is a 1971 graduate of the University of Rochester and a 1975 *cum laude* graduate of the School of Law of Temple University, where he was a member of the Staff of the Temple Law Quarterly. Mr. Frutkin is admitted to practice before the Supreme Court of Pennsylvania, the United States Court of Appeals for the Third, Fourth, Seventh, Eighth, Ninth and Eleventh Circuits, and the United States District Court for the Eastern District of Pennsylvania. Prior to this becoming Of Counsel to the Firm, Mr. Frutkin formed his own firm of Savett Frutkin Podell & Ryan. Prior to the formation of his firm on October 1, 1991, Mr. Frutkin had been a shareholder of Berger & Montague, P.C., in Philadelphia. Mr. Frutkin worked in the Peace Corps.

In *In re U.S. Bioscience Securities Litigation*, 92-CV-678 (E.D. Pa.) (April 14, 1994 Hearing Transcript at pp. 38-39), the Court commented favorably on Mr. Frutkin's performance as co-lead counsel:

Since I've been down here, the quality of lawyering on both sides, but I'm going to stress now on the plaintiffs' side, simply has not been exceeded in any case and we've had some marvelous counsel appear before us and make superb arguments, but they really don't come any better than...Mr. Frutkin, and the argument we had on the Motion to Dismiss, for example, Motions to Dismiss, both sides were fabulous, but plaintiffs' counsel were as good as they come.

Mr. Frutkin successfully argued before the 7th Circuit Court of Appeals the landmark decision in *In re Abbott Laboratories Deriv. Litig.*, 325 F.3d 795 (7th Cir. 2003), as well as before Delaware Chancery Court, the landmark decision in *In re Netsmart Technologies Inc. Shs. Litig.*, where the Court faulted Netsmart for excluding strategic buyers from its sales process and ordered the company to delay a vote on a proposed acquisition.

SUSAN R. GROSS is a graduate of Hofstra University in Hempstead, New York (B.A. 1985) and Suffolk University School of Law (J.D. 1989). She graduated from Cheltenham High School. She is admitted to practice before the Supreme Court of Pennsylvania, the Supreme Court of Florida, the United States District Court for the Eastern District of Pennsylvania and the United States Court of Appeals for the Third Circuit. She is a member of the Philadelphia Bar Association and Pennsylvania Association for Justice. Ms. Gross also sits as an arbitrator for the Court of Common Pleas, Philadelphia County, First Judicial District.

Besides her involvement in the law and legal community, Ms. Gross is active at the William Penn Charter School in East Falls, Pennsylvania as a class parent. She was formerly Co-Chair of the Temple Adath Israel Parent Teacher Association for three years. Ms. Gross is also an active supporter of the Cystic Fibrosis Foundation, Angelman Syndrome Foundation, Susan B. Komen Breast Cancer Foundation and the Career Wardrobe, a non-profit organization that provides free professional clothing and educational opportunities to women in the Philadelphia region.

She concentrates her practice in securities fraud litigation. Ms. Gross serves in the Firm's

lead plaintiff department which involves working with clients, litigation strategy and lead plaintiff issues, as well as in the shareholder relations department.

TINA MOUKOULIS is a graduate of Ursinus College (B.A. 1993) and Pennsylvania State University at the Dickinson School of Law (J.D. 1998). During law school, Ms. Moukoulis was a member of the *Dickinson Law Review* and served as a Student Attorney representing indigent clients in domestic matters through the Dickinson Family Law Clinic. Ms. Moukoulis also served as a judicial intern in the Superior Court of Pennsylvania (1996). Since joining the Firm in 1998, she concentrates her practice in the area of antitrust and securities fraud litigation.

Ms. Moukoulis is admitted to practice in the Supreme Court of Pennsylvania, the Supreme Court of New Jersey, The United States District Courts for the Eastern District of Pennsylvania and the District of New Jersey, and the United States Court of Appeals for the Third Circuit Court, and is a member of the Pennsylvania Bar Association.

In addition to being an active steward of her parish, Ms. Moukoulis also supports events and organizations focused on promoting medical research for breast cancer as well as the education and social awareness of breast cancer issues. She also supports The Career Wardrobe, a nonprofit organization that provides free professional clothing and educational opportunities to women in the Philadelphia region.

KAY E. SICKLES is a graduate of Colgate University (B.S. 1991) and University of Pennsylvania School of Law (J.D. 1994). She is admitted to practice before the Supreme Court of Pennsylvania, the Supreme Court of New Jersey, the United States District Court for the Eastern District of Pennsylvania, the United States District Court for the District of New Jersey, the United States Court of Appeals for the Seventh Circuit and the United States Court of Appeals for the Ninth Circuit.

Ms. Sickles has been a member of the class action bar since 1998. From 1998-2002, Ms. Sickles litigated ERISA, consumer and antitrust class actions as an associate with Sandals & Langer, LLP. During those years, Ms. Sickles worked on a variety of complex and often times precedent-setting litigation, including such cases as *In re Unisys Corp. Retiree Medical Benefits ERISA Litigation*, *McHenry v. Bell Atlantic Corp.*, *Holmes v. Pension Plan of Bethlehem Steel Corp.*, *Harley v. Minnesota Min. and Mfg. Co.*, *Cullen v. Whitman Med. Corp.* and *In re Linerboard Antitrust Litigation*. Ms. Sickles joined Barroway Topaz Kessler Meltzer & Check (then Schiffrin & Barroway, LLP) in 2002. There, she was a Partner/Department Head in charge of its securities settlements. In that capacity, Ms. Sickles was one of a handful of attorneys across the country specializing in the settlement process for class action litigation and handled more than 75 settlements, including *In re Tyco International Ltd. Securities Litigation*, *In re Delphi Securities Derivative and ERISA Litigation*, and *In re Tenet Healthcare Corporation Securities Litigation*. From June 2008 to May 2010, Ms. Sickles held the position of Associate General Counsel with The Garden City Group, Inc., one of the largest claims administrators in the nation.

Ms. Sickles has had a long-standing commitment to Philadelphia's public interest community, volunteering for many years with the Support Center for Children Advocates, and

more recently being admitted to the Pro Bono Roll of Honor for her work in the Court of Common Pleas Foreclosure program. Ms. Sickles was also recognized in 2005, 2006 and 2007 as a “Pennsylvania Rising Star” by Pennsylvania Super Lawyers and Philadelphia Magazine.

EXHIBIT B

KIMBERLY REDMAN WEST
Wallace, Jordan, Ratliff & Brandt, LLC
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Kimberly Redman West, a native of Huntsville, Alabama, was born in 1957. She attended the University of the South in Sewanee, Tennessee, in 1975, and graduated from the University of Alabama in Huntsville in 1979 with a Bachelor of Arts degree in English. After teaching for a year in the Alabama public school system, she attended the University of Alabama, where she received her law degree in 1983. While at the law school, Ms. West served on the editorial board of the Alabama Law Review, received several book awards, and graduated first in her class. After graduation, Ms. West served one year as a law clerk to The Honorable Frank M. Johnson, Jr., United States Circuit Court Judge for the Eleventh Circuit Court of Appeals. From 1984 to 1986, she practiced general civil law as an associate with the Birmingham law firm of Thomas, Taliaferro, Foreman, Burr & Murray as well as general civil and criminal law with Parker & Dawson. In 1986, she left Parker & Dawson to engage in a general solo practice, with an emphasis on federal and state appellate litigation. She also served as a Medicare Hearing Officer. She formed the partnership of Scofield, West & French in 1991, where she remained until joining Wallace, Jordan, Ratliff & Brandt in October 1997. Ms. West currently practices in the area of complex litigation -- primarily handling federal multi-district cases involving pharmaceutical, mass tort and antitrust issues.

She serves or has served as lead counsel to Blue Cross and Blue Shield plans across the country in federal multi-district pharmaceutical and mass tort litigation, including breast implant, Factor VIII, pedicle bone screw, Sulzer hip implants, Fen-Phen, Rezulin, Vioxx, Guidant and Medtronic heart defibrillators, Neurontin, Oxycontin, Ovcon, Tricor, Paxil, AWP, Temodar, Intron, and other products. Ms. West has been appointed national class counsel and co-lead counsel for third-party payors in antitrust and overpricing litigation in cases involving the drugs Hytrin and Duract. Ms. West is admitted to practice in all Alabama state courts, all Alabama federal district courts, the United States Court of Appeals for the Third Circuit, the United States Court of Appeals for the Eleventh Circuit, and the United States Supreme Court. She is a member of the American Bar, the Alabama State Bar and the Birmingham Bar Association. She has served on numerous committees for the Alabama and Birmingham Bar Associations.

As a pioneer and specialist in third-party payor complex litigation, Ms. West often speaks and writes on pharmaceutical and mass tort litigation. She recently presented a paper at the 36th Annual National Blue Cross Lawyers' Meeting, "Show Me the Money: Theories of Recovery in Mass Tort and Pharmaceutical Overpricing Cases." Ms. West was one of two third-party payor attorneys invited to speak at the 2009 National Association of In-House Pharmaceutical Counsel at

Pfizer, Inc.'s headquarters in New York. Ms. West has served for fifteen years as a judge for the Cumberland Law School National Trial Advocacy and Moot Court teams.

In addition, she has attended the Sewanee School of Letters pursuing a master's degree in English Literature, which she received in the spring of 2011. She has studied under Dr. Ann Jennalie Cook, Professor Emerita, Vanderbilt University, whose performance-based studies re-kindled Ms. West's long interest in Shakespeare, the law, and trial advocacy. Her thesis, under the direction of Professor Cook, is entitled, "The Law Whistles: A Case Study of the Trials of Hermione and Perdita in *The Winter's Tale*." Ms. West is a member of the Shakespeare Association of America, the International Shakespeare Association, and an attendee in 2008 and 2010 at the International Conference of the Shakespeare Institute in Stratford-upon-Avon. She participated in the World Shakespeare Congress in Prague during the summer of 2011. Her seminar paper, "A Legal Assessment of the Circumstantial Evidence in *The Winter's Tale*" has been accepted for publication, and will appear in the *Proceedings of the Ninth Shakespeare World Congress*.

Ms. West has presented many scholarly papers, including "Chanting Faint Hymns to the Cold Moon: Elizabethan Matrimonial Law and *Midsummer Night's Dream*" (Shakespeare Symposium, Samford Univ. 2009); "I Crave the Law: The Impact of the Law, Common and Ecclesiastical, on Early Modern Performance" (American Shakespeare Center's Blackfriars Conference, Staunton, VA. 2009); "Senex Iratus or Loving Father: The Character of Old Capulet." (Shakespeare Symposium, Samford Univ. 2010); "Marriage is a Matter of More Worth than Mere Attorneyship: Marriage Contracts in *2 Henry VI* and in Elizabethan and American Common Law" (Shakespeare Assoc. of America Annual Conference Chicago, Ill. 2010); "The Trials of *The Winter's Tale*" (American Shakespeare Center's Blackfriars Conference, Staunton, VA. 2011). Ms. West teaches Shakespeare and Trial Advocacy at the Cumberland Law School in Birmingham, Alabama.

EXHIBIT 4

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

**IN RE FLONASE ANTITRUST
LITIGATION**

CIVIL ACTION No. 08-cv-3301

**THIS DOCUMENT RELATES TO:
ALL ACTIONS**

DECLARATION OF KATHERINE KINSELLA

I, Katherine Kinsella, being duly sworn, hereby declare as follows:

1. I am President of Kinsella Media, LLC (“KM”), an advertising and legal notification firm in Washington, D.C. specializing in the design and implementation of class action and bankruptcy notification programs to reach unidentified putative class members and claimants. My business address is 2120 L Street, NW, Suite 860, Washington, D.C. 20037. My telephone number is (202) 686-4111.

2. I submit this declaration at the request of Class Counsel in connection with *In Re Flonase Antitrust Litigation*, No. 08-cv-3301, pending in the United States District Court for the Eastern District of Pennsylvania.

3. This declaration is based upon my personal knowledge and upon information provided by Class Counsel, my associates, and staff. The information is of a type reasonably relied upon in the fields of advertising, media and communications.

4. KM has developed and directed some of the largest and most complex national notification programs in the country. The scope of the firm’s work includes notification programs in antitrust, bankruptcy, consumer fraud, mass tort and product liability litigation. Specific cases have involved, among others, asbestos, breast implants, home siding and roofing products, infant formula, pharmaceuticals, polybutylene plumbing, tobacco and Holocaust

claims. The firm has developed or consulted on over 700 notification programs and has placed over \$300 million in media notice. Selected cases are attached hereto as Exhibit A.

5. Courts have commented favorably, on the record, regarding the effectiveness of notice programs prepared by KM. Selected Judicial Comments are attached hereto as Exhibit B.

6. I have testified as an expert at trial and in a deposition in *Engle v. R. J. Reynolds Tobacco*, No. 94-08273 (Fla. Cir. Ct., Dade County). I have been deposed as an expert in *In re NASDAQ Market-Makers Antitrust Litigation*, (M21-68 RWS), 94-CIV. 3994 (RWS), M.D.L. No. 123 (S.D.N.Y.), *In re Dow Corning*, No. 95-20512 (Bankr. E.D. Mich.), *Georgine v. Amchem, Inc. et al.*, C.A. No. 93-CV-0215 (E.D. Pa.), *In re W. R. Grace & Co.*, Chapter 11, No.01-01139 (JJF) (Bankr. D. Del.) and *Gross v. Chrysler Corp.*, No. 061170 (Md. Cir. Ct., Montgomery County). I have testified in court in *In re Swan Transportation Company*, Chapter 11, Case No. 01-11690, *Cox v. Shell Oil Co.*, No. 18,844 (Tenn. Ch. Ct., Obion County), *Ahearn v. Fibreboard Corporation*, C.A. No. 6: 93cv526 (E.D. Tex.) and *Continental Casualty Co. v. Rudd*, C.A. No. 6:94cv458 (E.D. Tex.).

7. I am a co-author of *Class Notice and Claims Administration*, published in 2010 in *The International Handbook on Private Enforcement of Competition Law*, *The Plain Language Tool Kit for Class Action Notice* published in the October 25, 2002 issue of *Class Action Litigation Report* and the author of *Quantifying Notice Results in Class Actions – the Daubert/Kumho Mandate* published in the July 27, 2001 issue of *Class Action Litigation Report* and the August 7, 2001 issue of *The United States Law Week*, both publications of the Bureau of National Affairs, Inc. I am also the author of *The Ten Commandments of Class Action Notice* published in the September 24, 1997 issue of the *Toxics Law Reporter* and co-author of *How Viable Is the Internet for Class Action Notice* published in the March 25, 2005 issue of *Class Action Litigation Report*, both also publications of the Bureau of National Affairs, Inc.

8. KM was retained to design and implement the Proposed Class Action Settlement Notice Program in this litigation. I submit this declaration to describe the elements of the Notice Program.

NOTICE PROGRAM OVERVIEW

9. The proposed Notice Program was designed to reach the greatest practicable number of Class Members, who are Third-Party Payors (“TPPs”) and Consumers, ensuring that they will be exposed to the Notice, to see, review, and understand it.

10. In developing the Notice Program, it was determined that the most practicable way to reach TPP Class Members is through direct notice with some supplemental notice in a widely-read insurance industry trade publication. It was also determined that the most practicable way to reach Consumer Class Members, who are unidentifiable, is through the use of paid media.

11. The Notice Program consists of direct notice, paid media, and an online informational website. A copy of KM’s proposed Notice Program is attached as Exhibit C.

Third-Party Payors

12. We propose that Direct Mail Notice, in the form of a Postcard be sent to all entities included in a proprietary TPP database developed and maintained by class action notice and administration firm Rust Consulting, Inc. (“Rust”). Rust’s database was developed based on publicly available indexes of health insurers and other TPPs, and has been refined over many years based on responses from notice programs and TPP class action settlements administered by Rust.

13. The database contains approximately 39,495 names and mailing addresses of insurance companies, healthcare and welfare funds, employee benefit funds, third-party administrators, pharmacy benefit managers, and other record keepers, as well as their lawyers, accountants, and other representatives.

14. In addition to Direct Mail Notice, KM recommends that selected supplemental paid media be used to reach TPP Class Members who do not receive direct notice. KM recommends publication in a widely-read trade publication, as follows:

a. *National Underwriter: Life & Health*. Billing itself as “the total news source for the life, health and financial services industry,” this is the only weekly magazine focused on this profession. This journal has an estimated circulation of 50,550. KM recommends running a full-page ad (7” x 10”) one time.

Consumers

15. Because Direct Notice in this case will not reach all potential Class Members, a paid media Notice Program targeted at unidentified Consumer Class Members is necessary.

16. To design a paid media program to reach Consumer Class Members, KM analyzed syndicated data available from the 2011 Doublebase Survey¹ from GfK MediaMark Research, Inc. (“GfK MRI”). GfK MRI is a nationally accredited media and marketing research firm that provides syndicated data on audience size, composition, and other relevant factors pertaining to major media including broadcast, magazines, newspapers, and outdoor advertising. MRI provides a single-source measurement of major media, products, services, and in-depth consumer demographic and lifestyle/psychographic characteristics.

17. To design GfK MRI, KM selected demographics that encompass the characteristics of Consumer Class Members. Media vehicles were then analyzed and selected for their strength and efficiency in reaching these demographic targets.

18. Since it is not possible to measure Internet against the target audience “Flonase Users,” KM selected the age and gender targets available for all media that are most representative of Flonase user demographics. “Flonase Users” skew women with an index of 116. This means that “Flonase Users” are 16% more likely than the average adult to be women.

¹ Since 1979, GfK MRI’s *Survey of the American Consumer* has conducted detailed polling of a large sample of U.S. adults about the media they see and hear and about the products they use. Participants in the survey are identified by age, occupation, income, education and residence, among other things. They are asked what magazines and newspapers they read, what TV shows and cable channels they watch, and about Internet access and radio formats. Survey data indicate the brands and products they use from among 500 categories and 6,000 consumer brands. The data from this survey is used by media practitioners industry-wide to characterize media and product users by demographics and to account for and compare the size and make-up of media audiences. The *Doublebase Study* consists of two years of *Survey of the American Consumer* data. (GfK MRI was known until mid-2010 as Mediamark Research & Intelligence, or MRI).

Of “Flonase Users,” 47.9 percent are 45 to 64 years old. Given this information, the measured delivery of media to women 45 to 64 years old will be representative of delivery to Class Members.

19. To effectively reach Consumer Class Members, KM recommends a Notice Program that utilizes national consumer magazines, widely distributed newspaper supplements, local newspaper in U.S. territories and possessions, and Internet ad networks.

20. The Consumer Publication Notice will appear in consumer magazines as follows:

a. A full-page ad (5.75” x 9”) one time in *National Geographic* with an estimated circulation of 4,100,000.

b. A half-page ad (3.375” x 10”) two times in *People* with an estimated circulation of 3,450,000.

21. The Consumer Publication Notice will appear in newspaper supplements as follows:

a. A Digest-page ad (4.75” x 6.625”) one time in *American Profile* with an estimated circulation of 10,250,000.

b. A two-fifths-page ad (5.25” x 6.75”) one time in *American Profile* with an estimated circulation of 33,000,000.

c. A two-fifths-page ad (5.” x 6.43755”) one time in *USA Weekend* with an estimated circulation of 22,250,000.

22. The Consumer Publication Notice will appear, as a one-quarter page ad or equivalent, translated into Spanish as necessary, in local newspapers in U.S. territories and possessions as follows:

a. American Samoa, *Samoa News*.

b. Guam, *Pacific Daily News*.

c. Northern Mariana Islands, *Saipan Tribune*.

d. Puerto Rico, *El Nuevo Dia*.

e. Puerto Rico, *El Vocero*.

- f. Puerto Rico, *Primera Hora*.
- g. St. Croix (U.S.V.I.), *St. Croix Avis*.
- h. St. John (U.S.V.I.), *St. Johns Trade Winds*.
- i. St. John (U.S.V.I.), *Virgin Islands Daily News*.

23. Internet advertising will include the following placements for a 30-day period:

- a. Banner advertisements will appear, on a rotating basis, on websites that are part of the 24/7 Real Media Network.
- b. Banner advertisements will appear, on a rotating basis, on websites that are part of the AOL Advertising Network.
- c. Banner advertisements will appear, on a rotating basis, on websites that are part of the Yahoo! Network.

24. For the purpose of evaluating the strength and efficiency of the media, the national newspaper supplements, national consumer magazines, and Internet² were measured against the target audience to establish the estimated *reach*³ of the media program and the estimated *frequency*⁴ of exposure to the media vehicles.

- a. An estimated 80% of women 45 to 64 years old will be reached with an average estimated frequency of 2 times.

25. All print advertising will carry a toll-free number and a website address for potential Class Members to request more information.

26. Based on the length of time that is required to accrue the reach of the media, the opt out and objection date should not occur before April 12th, 2013.

² MRI does not measure the U.S. territories and possessions newspapers or the trade publications. Therefore, their contribution to the overall reach of the media is not calculated.

³ Reach is the estimated percentage of a target audience reached through a specific media vehicle or combination of media vehicles.

⁴ Frequency is the estimated average number of opportunities an audience member has to see the notice.

Informational Website

27. A website will be established at the URL www.Website.com to enable Class Members to get information on the Settlement.

Other

28. A toll-free phone number will be established allowing Class Members to call and request that a Notice be mailed to them or listen to frequently asked questions.

29. A post office box will be established allowing Class Members to contact Settlement Class Counsel by mail with any specific requests or questions.

THE FORM AND CONTENT OF THE NOTICES

30. Attached as Exhibits 4, 5, and 6 to the Notice Program are copies of the Detailed Notices, Postcard Notice, and Publication Notices.

31. The Notices effectively communicate information about the Settlement.

32. Rule 23(c)(2) of the Federal Rules of Civil Procedure requires class action notices to be written in “plain, easily understood language.” KM applies the plain language requirement in drafting notices in federal and state class actions. The firm maintains a strong commitment to adhering to the plain language requirement, while drawing on its experience and expertise to draft notices that effectively convey the necessary information to Class Members.

33. The Summary Notices (Postcard and Publication Notices) are designed to capture the Class Member’s attention with clear, concise, plain language. They direct readers to the case website for more information. The plain language text provides important information regarding the subject of the litigation, the Settlement Class definition, and the legal rights available to Class Members.

34. The Summary Notices are designed to get the reader’s attention. These Notices concisely and clearly state, in plain easily understandable language, all required information, without omitting significant facts that Class Members need to understand their rights. The Notices refer readers to the case website and the toll-free number for more information.

35. The Detailed Notice will be available at the website or by calling the toll-free number. The Detailed Notice provides substantial information, including all specific instructions Class Members need to follow to properly exercise their rights, and background on the issues in the case. It is designed to encourage readership and understanding, in a well- organized and reader-friendly format.

CONCLUSION

36. It is my opinion that the Notice Program is adequate and reasonable under the circumstances, and it is consistent with the standards employed by KM in notification programs designed to reach members of settlement groups or classes. The Notice Program as designed is fully compliant with Rule 23 of the Federal Rules of Civil Procedure.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.



Katherine Kinsella

Executed in Washington, D.C. this 14th day of December 2012.

EXHIBIT A



Kinsella Media, LLC

Relevant Case Experience

Antitrust

Big Valley Milling, Inc. v. Archer Daniels Midland Co., No. 65-C2-96-000215 (Minn. Dist. Ct. Renville County) (lysine).

Carlson v. Abbott Laboratories, No. 94-CV-002608 (Wis. Cir. Ct. Milwaukee County) (infant formula).

Comes v. Microsoft Corp., No. CL8231 (Iowa Dist. Ct. Polk County)

Connecticut v. Mylan Laboratories, Inc., No. 99-276, MDL No. 1290 (D.D.C.) (pharmaceutical).

Conroy v. 3M Corp., No. C-00-2810 CW (N.D. Cal.) (invisible tape).

Copper Antitrust Litigation, MDL 1303 (W.D. Wis.) (physical copper).

Cox v. Microsoft Corp., No. 105193/00 (N.Y. Sup. Ct. N.Y. County) (software).

D.C. 37 Health & Security Plan v. Medi-Span, No. 07-cv-10988 (D.Mass.); *New England Carpenters Health Benefits Fund v. First DataBank, Inc.*, No. 1:05-CV-11148 (D. Mass.) (pharmaceutical).

Giral v. Hoffman-LaRoche Ltd., C.A. No. 98 CA 7467 (W. Va. Cir. Ct., Kanawha County) (vitamins).

In re Buspirone Antitrust Litigation, MDL No. 1413 (S.D.N.Y.) (pharmaceutical).

In re Cardizem Antitrust Litigation, 200 F.R.D. 326 (E.D. Mich.) (pharmaceutical).

In re Compact Disc Minimum Price Antitrust Litigation, MDL No. 1361 (D. Me.) (compact discs).

In re Insurance Brokerage Antitrust Litig., MDL No. 1663 Civil No. 04-5184 (FSH) (D.N.J.) (insurance).

In re International Air Transportation Surcharge Antitrust Litigation, No. M 06-1793, MDL No. 1793 (N.D. Cal.) (airline fuel surcharges).

In re Monosodium Glutamate Antitrust Litig., D-0202-CV-0200306168, D-202-CV-200306168 (N.M. Dist. Ct., Bernalillo County) (MSG).

In re Motorsports Merchandise Antitrust Litigation, No. 1:97-CV-2314-TWT (N.D. Ga.) (merchandise).

In re Nasdaq Market-Makers Antitrust Litigation, MDL No. 1023 (S.D.N.Y.) (securities).

In re Pharmaceutical Industry Average Wholesale Price Litigation, No. CA:01-CV-12257, MDL No. 1456 (D. Mass.) (pharmaceutical).

In re Toys "R" Us Antitrust Litigation, No. CV-97-5750, MDL No. 1211, (E.D.N.Y.) (toys and other products).

In re Western States Wholesale Natural Gas Antitrust Litigation, No. CV-03-1431, MDL No. 1566, (D. Nev.) (natural gas).

Kelley Supply, Inc. v. Eastman Chemical Co., No. 99CV001528 (Wis. Cir. Ct., Dane County) (Sorbates).

Ohio vs. Bristol-Myers Squibb, Co., No. 1:02-cv-01080 (D.D.C.) (pharmaceutical).

Raz v. Archer Daniels Midland Co., Inc., No. 96-CV-009729 (Wis. Cir. Ct. Milwaukee County) (citric acid).

Consumer and Product Liability

Azizian v. Federated Department Stores, Inc., No. 4:03 CV-03359 (N.D. Cal.) (cosmetics).

Baird v. Thomson Consumer Elecs., No. 00-L-000761 (Ill. Cir. Ct., Madison County) (television).

Bonilla v. Trebol Motors Corp., No. 92-1795 (D.P.R.) (automobiles).

Burch v. American Home Products Corp., No. 97-C-204 (1-11) (W. Va. Cir. Ct., Brooke County) (Fen Phen).

Cosby v. Masonite Corp., No. CV-97-3408 (Ala. Cir. Ct. Mobile County) (siding product); *Quin v. Masonite Corp.*, No. CV-97-3313 (Ala. Cir. Ct. Mobile County) (roofing product).

Cox v. Shell Oil Co., No. 18,844 (Tenn. Ch. Ct. Obion County) (polybutylene pipe).

Daniel v. AON Corp., No. 99 CH 11893 (Ill. Cir. Ct. Cook County) (insurance).

Fettke v. McDonald's Corp., No. 044109 (Cal. Super Ct. Marin County) (trans fatty acids).



Florida v. Nine West Group, Inc., No. 00 CIV 1707 (S.D.N.Y.) (shoes).

Foothill/De Anza Community College Dist. v. Northwest Pipe Co., No. 00-20749-JF(N.D. Cal.) (fire sprinklers).

Galanti v. The Goodyear Tire & Rubber Company, No. 03-209 (D.N.J.) (radiant heating) (2002).

Garza v. Sporting Goods Properties, Inc., No. SA 93-CA-1082 (W.D. Tex.) (gun ammunition).

Hoorman v. GlaxoSmithKline, No. 04-L-715 (Ill. Cir. Ct., Madison Cty.) (Paxil pharmaceutical).

In re Louisiana Pacific Corp. Inner Seal OSB Trade Practices Litigation, MDL No. 1114 (N.D. Cal.) (oriented strand board).

In re Tri-State Crematory Litig, MDL 1467 (N.D. Ga.) (improper burial).

Lebrilla v. Farmers Group Inc., No. 00-CC-07185 (Cal. Super. Ct., Orange County) (auto insurance).

Lovelis v. Titeflex, No. 04-211 (Ak. Cir. Ct., Clark County) (gas transmission pipe).

Naef v. Masonite Corp., No. CV-94-4033 (Ala. Cir. Ct. Mobile County) (hardboard siding product).

Peterson v. BASF Corp., No. C2-97-295 (D. Minn.) (herbicide).

Posey v. Dryvit Sys., Inc. No. 17,715-IV (Tenn. Cir. Ct., Jefferson County) (EIFS stucco).

Reiff v. Epson America, Inc. and Latham v. Epson Am., Inc., J.C.C.P. No. 4347 (Cal. Super. Ct., L.A. County) (ink jet printers).

Richison v. Weyerhaeuser Company Limited, No. 05532 (Cal. Super. Ct. San Joaquin County) (roofing product).

Ruff v. Parex, Inc., No. 96-CvS 0059 (N.C. Super. Ct. Hanover County) (synthetic stucco product).

Shah v. Re-Con Building Products, Inc., No. C99-02919 (Cal. Super. Ct. Contra Costa County) (roofing product).

Shields vs. Bridgestone/Firestone, Inc., Bridgestone Corp., No. E-167.637 (D. Tex.) (tires).

Smith v. Behr Process Corp., No. 98-2-00635 (Wash. Super. Ct., Gray Harbor County) (stain product).



Weiner v. Cal-Shake, Inc., J.C.C.P. No. 4208 (Cal. Super. Ct., Contra Costa County) (roofing product).

Wholesale Elec. Antitrust Cases I & II, J.C.C.P. Nos. 4204 & 4205 (Cal. Super. Ct., San Diego County) (energy).

Woosley v. State of California, No. CA 000499 (Cal. Super. Ct., Los Angeles County) (automobiles).

Mass Tort

Ahearn v. Fibreboard Corp., No. 6:93cv526 (E.D. Tex); *Continental Casualty Co. v. Rudd*, No. 6:94cv458 (E.D. Tex) (asbestos injury).

Backstrom v. The Methodist Hospital, No. H.-94-1877 (S.D. Tex.) (TMJ injury).

Engle v. RJ Reynolds Tobacco Co., No. 94-08273 (Fla. Cir. Ct. Dade County) (tobacco injury).

Georgine v. Amchem, Inc., No. 93-CV-0215 (E.D. Pa.) (asbestos injury).

Bankruptcies

In re Armstrong World Industries, Inc., No. 00-4471 (Bankr. D. Del.).

In re Dow Corning, No. 95-20512 (Bankr. E.D. Mich.) (breast implants).

In re Johns-Manville Corp., 68 B.R. 618, 626 (Bankr. S.D.N.Y.) (asbestos).

In re Kaiser Aluminum Corp., No. 02-10429 (JFK) (D. Del.).

In re Owens Corning, No. 00-03837 (Bankr. D. Del.).

In re Raytech Corp., No. 5-89-00293 (Bankr. D. Conn.) (asbestos).

In re The Celotex Corp., Nos. 90-10016-8B1 and 90-10017-8B1 (Bankr. M.D. Fla.) (asbestos).

In re U.S. Brass Corp., No. 94-40823S (Bankr. E.D. Tex.) (polybutylene).

In re USG Corp., Nos. 01-2094 - 01-2104 (Bankr. D. Del.).

In re W.R. Grace & Co., No. 01-01139 (Bankr. D. Del.).



Insurance

McNeil v. American General Life and Accident Insurance Co., No. 8-99-1157 (M.D. Tenn.) (insurance).

Nealy v. Woodmen of the World Life Insurance Co., No. 3:93 CV-536 (S.D. Miss.) (insurance).

Holocaust Victims Reparations

In re Holocaust Victim Assets Litigation, Nos. CV 96-4849, CV-5161 and CV 97-461 (E.D.N.Y.) (Holocaust).

The International Commission on Holocaust Era Insurance Claims Outreach

Pension Benefits

Collins v. Pension Benefit Guarantee Corp., No. 88-3406 (D.D.C.); *Page v. Pension Benefit Guarantee Corp.*, No. 89-2997 (D.D.C.).

Forbush v. J. C. Penney Co., Inc., Nos. 3:90-2719 and 3:92-0109 (N.D. Tex.).

International

Ahearn v. Fiberboard Corporation, No. 6:93cv526 (E.D. Tex) and *Continental Casualty Co. v. Rudd*, No. 6:94cv458 (E.D. Tex.) (asbestos injury) (1993).

Galanti v. The Goodyear Tire & Rubber Company, No. 03-209 (D.N.J.) (radiant heating) (2002).

In re Holocaust Victims Assets Litigation, No. CV 96-4849 (ERK) (MDG) (Consolidated with CV-5161 and CV 97461) (E.D.N.Y.) (2003).

In re Owens Corning, Chapter 11, No. 00-03837 (MFW) (Bankr. D. Del.) (2006).

In re The Celotex Corporation, Chapter 11, Nos. 90-10016-8B1 and 90-10017-8B1 (Bankr. M.D. Fla.) (1996).

In re USG Corporation, Chapter 11, Nos. 01-2094 (RJN) through 01-2104(RJN) (Bankr. D. Del.) (2006).

In re Western Union Money Transfer Litigation, No. 01 0335 (CPS) (VVP) (E.D.N.Y.) (wire transactions) (2004).

In re W.R. Grace & Co., Chapter 11, No. 01-01139 (Bankr. D. Del.) (bankruptcy) (2001).



International Committee on Holocaust Era Insurance Claims (1999).

Product Recall

Central Sprinkler Voluntary Omega Sprinkler Replacement Program

Hart v. Central Sprinkler Corp., No. BC17627 (Cal. Super. Ct. Los Angeles County) & *County of Santa Clara v. Central Sprinkler Corp.*, No. CV 17710119 (Cal. Super. Ct. Santa Clara County)

Telecom

Bidner, et al. v. LCI International Telecom Corp d/b/a Qwest Communications.

Community Health Association v. Lucent Technologies, Inc., No. 99-C-237, (W.Va. Cir. Ct., Kanawha County).

Cundiff et al. v. Verizon California, Inc., No. 237806 (Cal. Super Ct., Los Angeles County).

Kushner v. AT&T Corporation, No. GIC 795315 (Cal. Super. Ct., San Diego County).

Rish Enterprise v. Verizon New Jersey, No. MID-L-8946-02 (N.J. Super. Ct.).

Sonnier, et. al. v. Radiofone, Inc., No. 44-844, (L.A. Jud. Dist. Ct., Plaquemine Parish County).

State of Louisiana v. Sprint Communications Company L.P., No. 26,334 (Jud. Dis. Ct., Parish of West Baton Rouge) and *State of Louisiana v. WilTel, Inc.*, No. 26,304 (Jud. Dis. Ct., Parish of West Baton Rouge).



EXHIBIT B



Kinsella Media, LLC

Judicial Comments

In re Compact Disc Minimum Advertised Price Antitrust Litigation, MDL No. 1361 (D. Me.).

In approving the notice plan for implementation in the Compact Disc Minimum Advertised Price Antitrust Litigation, Judge D. Brock Hornby stated, “(the plan) provided the best practicable notice under the circumstances and complied with the requirements of both 15 U.S.C. 15c(b) (1) . . . the notice distribution was excellently designed, reasonably calculated to reach potential class members, and ultimately highly successful in doing so.” - Hon. D. Brock Hornby (2002/2003)

In re International Air Transportation Surcharge Antitrust Litigation, No. M 06-1793, MDL No. 1793 (N.D. Cal.).

In approving the notice plan in this litigation that involved a proposed settlement of more than \$200 million for U.S. and U.K. class members, U.S. District Judge Charles Breyer repeatedly praised KNC: “I think the notice is remarkable in this case. . . . This is brilliant. This is the best notice I’ve seen since I’ve been on the bench. . . . Turning back to the settlement, again I want to applaud the parties for the notice. I mean it’s amazing. You know, it really is good. And I don’t know where this person practices, I don’t even know that she’s a lawyer. But she really did a good job on this announcement, this notice. So thank you very much. . . . And I once again want to express my sincere appreciation of the notice. I mean, I was just extraordinarily impressed. Extraordinarily impressed.” – Hon. Charles Breyer (2008)

Cox v. Shell Oil Co., No. 95-CV-2 (Tenn. Ch. Ct. Obion County)

In the order approving the settlement of the polybutylene pipe class action, Judge Maloan stated, “The Court finds the notice program is excellent. As specified in the findings below, the evidence supports the conclusion that the notice program is one of the most comprehensive class notice campaigns ever undertaken.” (1995)

Galanti v. The Goodyear Tire & Rubber Co., No. 03-209 (D.N.J.)

“The published notice, direct notice and Internet posting constituted the best practicable notice of the Fairness Hearing, the proposed Amended Agreement, Class Counsels’ application for fees, expenses and costs, and other matters set forth in the Class Notice and the Summary Notice. The notice constituted valid, due and sufficient notice to all members of the Settlement Classes, and complied fully with the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States, the laws of New Jersey and any other applicable law.” – Hon. Stanley R. Chesler (2004)

Azizian v. Federated Department Stores, Inc., No. 3:03 CV-03359 (N.D. Cal.).

"The notice was reasonable and the best notice practicable under the circumstances; was due, adequate and sufficient notice to all class members; and complied fully with the laws of the United States and of the Federal Rules for Civil Procedure, due process and any other applicable rules of court." - Hon. Sandra Brown Armstrong (2004)

Collins v. Pension Benefit Guarantee Corp., No. 88-3406 (D.D.C.).

"The notice provided was the best notice practicable under the circumstances. Indeed, the record shows that the notice given was consistent with the highest standards of compliance with Rule 23(e)." (1996)

Cox v. Microsoft Corporation, No. 105193/00 (N.Y. Sup. Ct. N.Y. County).

"The court finds that the combination of individual mailing, e-mail, website and publication notice in this action is the most effective and best notice practicable under all the circumstances, constitutes due, adequate and reasonable notice to all Class members and otherwise satisfies the requirements of CPLR 904, 908 and other applicable rules. The Settlement meets the due process requirement for class actions by providing Class members an opportunity either to be heard and participate in the litigation or to remove themselves from the Class." - Hon. Karla Moskowitz (2006)

Foothill/De Anza Community College District v. Northwest Pipe Co., No. CV-00-20749 (N.D. Cal.)

"The Court finds that the settling parties undertook a thorough and extensive notice campaign designed by Kinsella/Novak Communications, Ltd., a nationally-recognized expert in this specialized field. The Court finds and concludes that the Notice Program as designed and implemented provides the best practicable notice to the Class, and satisfied requirements of due process." - Hon. Jeremy Fogel (2004)

Georgine v. Amchem, 158 F.R.D. 314, 326 (E.D. Pa.).

Judge Reed explained that the notice program developed by Kinsella "goes beyond that provided in [previous cases]" and "the efforts here are more than adequate to meet the requirements of Rule 23(c)(2)." (1993)

Higgins v. Archer-Daniels Midland Co., Second Judicial District Court, County of Bernalillo C-202-CV-200306168 (N.M. 2d Jud. Dist. Bernalillo County)

"The Court finds that the form and method of notice given to the Settlement Class, including both mailed notice to persons and firms for whom such notice was practical and extensive notice by publication through multiple national and specialized publications, complied with the requirements of



Rule 1-023 NMRA 2006, satisfied the requirements of due process, was the best notice practicable under the circumstances, and constituted due and sufficient notice of the Settlement Agreements and their Final Approval Hearing, and other matters referred to in the Notice. The notice given to the Settlement Class was reasonably calculated under the circumstances to inform them of the pendency of the actions involved in this case, of all material elements of the proposed Settlements, and of their opportunity to exclude themselves from, object to, or comment on the Settlements and to appear at the Final Approval Hearing.” -Hon. William F. Lang (2006)

In re The Celotex Corporation, Nos. 90-10016-8B1 and 90-10017-8B1 (Bankr. M.D. Fla.).

“...all counsel should be complimented on the fact that they have gone to every possible conceivable method of giving notice from putting it on TV and advertising it in papers..... the record should also reflect the Court’s appreciation to Ms. Kinsella for all the work she’s done, not only in pure noticing, but ensuring that what noticing we did was done correctly and professionally.” - Hon. Thomas E. Baynes, Jr.

Ahearn v. Fibreboard Corp., No. 6:93 cv526 (E.D. Tex.); *Continental Casualty Co. v. Rudd*, No. 6:94cv458 (E.D. Tex.).

In approving the notice plan for implementation in the Ahearn and Rudd class actions in 1994, Judge Parker stated, "I have reviewed the plan of dissemination, and I have compared them to my knowledge at least of similar cases, the notices that Judge Weinstein has worked with [Agent Orange] and Judge Pointer [Silicon Gel Breast Implants], and it appears to be clearly superior." - Chief Judge Robert M. Parker (1994)

In re Western States Wholesale Natural Gas Antitrust Litigation, No. CV-03-1431, MDL No. 1566, (D. Nev) (natural gas).

“This notice program fully complied with Federal Rule of Civil Procedure 23 and the requirements of due process. It provided to the MDL Class the best notice practicable under the circumstances.” - Hon. Philip M. Pro (2007)

Johns-Manville Corp. 68 B.R. 618, 626 (Bankr. S.D.N.Y. 1986), *aff’d*, 78 B.R. 407 (S.D.N.Y. 1987), *aff’d sub nom. Kane v. Johns-Manville Corp.* 843 F.2d. 636 (2d Cir. 1988).

In approving the notification plan in the Johns-Manville Bankruptcy Reorganization, the court referred to it as "an extensive campaign designed to provide the maximum amount of publicity ... that was reasonable to expect of man and media." - Hon. Burton Lifland (1996/1998)

Lovelis v. Titeflex Corp., No. CIV-2004-211 (Ark. 9th Cir. Ct. Clark Co.)



“Accordingly, the Notice as disseminated is finally approved as fair, reasonable, and adequate notice under the circumstances. The Court finds and concludes that due and adequate notice of the pendency of this Action, the Stipulation, and the Final Settlement Hearing has been provided to members of the Settlement Class, and the Court further finds and concludes that the Notice campaign described in the Preliminary Approval Order and completed by the Parties complied fully with the requirements of Arkansas Rule of Civil Procedure 23 and the requirements of due process under the Arkansas and United States Constitutions. The Court further finds that the Notice campaign undertaken concisely and clearly states in plain, easily understood language:

- (a.) the nature of the action;
- (b.) the definition of the class certified;
- (c.) the class claims, issues or defenses;
- (d.) that a Class Member may enter an appearance and participate in person or through counsel if the member so desires;
- (e.) that the Court will exclude from the class any member who requests exclusion, stating when and how members may elect to be excluded; and
- (f.) the binding effect of the Final Order and Judgment on Class Members.

- Hon. John A. Thomas

Naef v. Masonite Corp., No. CV-94-4033 (Ala. Cir. Ct. Mobile County)

“In November, 1997, the Court approved a massive Notice Program to apprise class members of the class action Settlement, including the individually mailed, notices, publication notice and notification by way of other avenues nationally and locally. This Notice Program was designed by recognized experts, approved by the mediator and the Court, and implemented diligently by the parties, at defendants’ cost. It provided the best notice practicable to the Class, comports with due process, and was clearly adequate under Alabama Rule of Civil Procedure 23(e), the United States Constitution, and other applicable law.” - Hon. Robert G. Kendall (1997)



EXHIBIT C



NOTICE PROGRAM

In re Flonase Antitrust Litigation

No. 08-CV-3301

United States District Court
for the Eastern District of Pennsylvania

TABLE OF CONTENTS

	PAGE
FIRM OVERVIEW	2
CASE BACKGROUND	
Situation Analysis	4
Class Definition	5
NOTICE PROGRAM OVERVIEW	
Program Components	7
Direct Notice To Third-Party Payors	8
Paid Media Program	10
Paid Media Placements Summary	11
PAID MEDIA METHODOLOGY	13
TARGET AUDIENCE	
Selection Methodology	15
Demographics	16
Media Usage	18
PAID MEDIA PLACEMENTS	
Newspaper Supplements	21
Consumer Magazines	23
Trade Publication	24
Publications in U.S. Territories and Possessions	25
Target Audience Print Readership	26
Internet Advertising	27
NATIONAL MEDIA DELIVERY	29
NOTICE DESIGN	
Detailed Notice	31
Postcard Notice	32

Publication Notice	33
Website and Internet Ads	34
TOLL-FREE TELEPHONE SUPPORT	35
EXHIBITS	
Exhibit 1 – Selected KM Cases	
Exhibit 2 – Newspaper Supplements	
Exhibit 3 – 24/7 Network sample sites	
Exhibit 4 – Detailed Notices	
Exhibit 5 – Postcard Notice	
Exhibit 6 – Publication Notices	

FIRM OVERVIEW

Kinsella Media, LLC (“KM”) is a nationally recognized legal notification firm in Washington, D.C. specializing in the design and implementation of notification programs to reach unidentified putative class members primarily in consumer and antitrust class actions and claimants in bankruptcy and mass tort litigation.

KM has developed and directed some of the largest and most complex national notification programs, primarily in antitrust, bankruptcy, consumer fraud, mass tort, and product liability litigation. Specific cases have spanned a broad spectrum of issues, including asbestos, breast implants, home siding and roofing products, infant formula, pharmaceuticals, polybutylene plumbing, tobacco, and Holocaust claims. The firm has developed or consulted on over 700 notification programs and has placed over \$300 million in paid media notice.

KM develops advertisements, press materials, websites, and other notice materials that bridge the gap between litigation complexities and the need for a clear and simple explanation of legal rights. The firm employs industry-recognized tools of media measurement to quantify the adequacy of the notice for the court, and ensures all notice materials are in “plain language” and are fully compliant with Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”) and comparable state guidelines.

CASE BACKGROUND

CASE BACKGROUND: **SITUATION ANALYSIS**

This Notice Program is submitted by Kinsella Media, LLC (“KM”) in connection with *In re: Flonase Antitrust Litigation*, No. 08-CV-3301 and *Medical Mutual of Ohio v. GSK*, No. 12-CV-4212 in the U.S. District Court for the Eastern District of Pennsylvania. This document outlines the efforts that will be made to provide notice of the proposed Settlement to reach Consumers and Third-Party Payors (“TPPs”).

A proposed Settlement has been reached in the class action lawsuits regarding the prescription nasal spray Flonase, which is used to treat the nasal symptoms of allergies. The lawsuits claim that the Defendant violated the state laws by delaying the availability of the generic equivalent of Flonase. The Defendant denies these claims and any liability, but has agreed to the proposed Settlement solely to avoid the further expense, inconvenience, and burden of these lawsuits.

Because direct notice in this case will not reach all potential Class Members, a paid media notice program targeted at unidentified Class Members is necessary.

CASE BACKGROUND:
CLASS DEFINITION

The Class is defined as:

All persons throughout the United States and its territories who purchased and/or paid for, in whole or in part, fluticasone propionate nasal spray, whether branded Flonase or its AB-rated generic equivalents, intended for the consumption of themselves, their family members and/or household members, and all Third-Party Payor entities throughout the United States and its territories that purchased, paid for, administered and/or reimbursed for fluticasone propionate nasal spray, whether branded Flonase or its generic equivalents, intended for consumption by their members, employees, plan participants, beneficiaries, or insureds. The applicable time period for the Class is May 19, 2004 through March 31, 2009.

NOTICE PROGRAM OVERVIEW

NOTICE PROGRAM OVERVIEW: **PROGRAM COMPONENTS**

This Notice Program outlines procedures to provide notice of the Settlement of *In re Flonase Antitrust Litigation* as a class action, consistent with the requirements set forth in Rule 23.

KM recommends the following two-part notice program.

- **DIRECT NOTICE TO THIRD-PARTY PAYORS:** A Postcard Notice will be sent via first-class mail to all TPPs identified by the Claims Administrator.
- **PAID MEDIA-BASED NOTICE:** After careful research of the demographics of Class Members, KM recommends broad paid media notice comprised of print and Internet vehicles that will reach those Class Members, including:
 - Consumer magazines,
 - Newspaper supplements,
 - Local newspaper in U.S. territories and possessions,
 - Trade publication to reach TPPs, and
 - Internet banner ads on multiple networks and hundreds of targeted websites.

To complement the Notice Program and to ensure Class Members' easy access to updated information, KM recommends a dedicated informational website.

NOTICE PROGRAM OVERVIEW: **DIRECT NOTICE TO THIRD-PARTY PAYORS**

Direct mail notice will consist of mailing the Postcard Notice to all identifiable TPPs, informing them of their legal rights. The Postcard Notice will be sent to:

- Entities likely to be Class Members, in the proprietary TPP Database compiled by Rust Consulting, Inc. (“Rust”), the Claims Administrator. The Database includes insurance companies, healthcare and welfare funds, employee benefit funds, third-party administrators, pharmacy benefit managers and other record keepers for noticing purposes in TPP class actions. The Database was compiled from contacting, researching and accessing the records of various databases and listings of affiliations, group insurance plans, self-insureds, ERISA funds, pharmacy benefit manager listings, etc. as follows:
 - Pharmacy Benefit Management Institute;
 - Health Insurance Association of America;
 - Benefits SourceBook;
 - Managed Care Information Centers;
 - Judy Diamond Associates;
 - A.M. Best Company;
 - Association of Managed Care Providers;
 - Society of Professional Benefit Administrators;
 - American Association of Health Plus;
 - Self Insurers Institute of America; and
 - National Association of Insurance Commissioners.

Included in the Database are:

- Approximately 30,000 companies with 100 or more employees that have self-funded (fully or partially) plans, derived from Form 5500 filings;
- Approximately 130 pharmaceutical benefits managers that may file claims on behalf of their clients, independently advise their clients of the settlement, or provide purchase documentation so that their clients may file claims;
- Approximately 13,500 Third-Party Claim Administrators or other authorized agents (including law firms) that have filed claims on behalf of TPPs in past cases and that would have an interest in notice of a class action being certified or settled; and
- Approximately 1,300 member companies of American Health Insurance Plans that provide or administer health insurance benefits to over 200 million Americans which represent 90 percent of the managed care market (HMOs, PPOs and POSs, etc.).

The Database is regularly updated with new entries from the above sources as well as TPPs identified through other class action litigation. Through its experience as a court-appointed claims administrator in class action matters involving pharmaceutical products, Rust has

updated its TPP Mailing Database since its creation. With new class action matters involving TPPs, Rust reviews the claimants and updates its database by adding previously identified TPPs, and correcting or updating contact information.

NOTICE PROGRAM OVERVIEW:

PAID MEDIA PROGRAM

Direct notice will be provided to all identifiable TPPs. To reach unidentifiable Class Members, KM recommends the use of paid media. Paid media advertising is guaranteed to appear, allowing for control of the content, timing, and positioning of the message. Newspapers, consumer magazines, television, radio, and the Internet, among other sources, offer paid media opportunities.

In considering which media to use for this case, KM evaluated the media consumption habits of the following target audience: women 45 to 64 years old.

Based on data regarding the target audience's media consumption, KM researched the most appropriate media vehicles that would be best for this case. KM reviewed available magazines, newspapers, newspaper supplements, and online advertising for the target audience as well as compatibility of the editorial. Magazines, newspapers, newspaper supplements and Internet advertising will provide an efficient plan for reaching women 45 to 64 years old.

NOTICE PROGRAM OVERVIEW: **PAID MEDIA PLACEMENTS SUMMARY**

The following list provides a brief summary of KM's recommended media placements in this case. More detailed information about each publication and its applicability to the target audience in this case appears in the Paid Media Placements section of this plan.

PRINT PUBLICATIONS

Newspaper Supplements

- *American Profile*
- *Parade*
- *USA Weekend*

Consumer Magazines

- *National Geographic*
- *People*

Trade Publication

- *National Underwriter Life & Health*

Publication in U.S. Territories and Possessions

- *El Nuevo Dia*
- *El Vocero*
- *Pacific Daily News (Guam)*
- *Primera Hora*
- *Saipan Tribune*
- *Samoa News*
- *St. Croix Avis*
- *St. Croix Avis*
- *Virgin Islands Daily News*

ONLINE MEDIA

Internet Banner Ads

- 24/7 Network
- AOL Advertising Network
- Yahoo! Network

PAID MEDIA METHODOLOGY

PAID MEDIA METHODOLOGY

KM notice programs directed to unidentified class members: (1) identify the demographics of class members and establish a target audience, (2) outline the methodology for selecting the media and other program elements and how they relate to product usage or exposure, and (3) provide results that quantify for the court the adequacy of the notice based upon recognized tools of media measurement.

In the wake of the Supreme Court's decisions in *Daubert v. Merrell Dow Pharmaceuticals*, 509 U.S. 579 (1993) and *Kumho Tire Co. v. Carmichael*, 526 U.S. 137 (1999), the reliability of a notice expert's testimony should be tested against the standards developed within the media industry for determining to what degree and at what frequency a target audience has been reached. In assessing the expert's reliability, the court must determine whether the testifying expert "employs in the courtroom the same level of intellectual rigor that characterizes the practice of an expert in the relevant field." *Kumho*, 526 U.S. at 152. That showing would likely require evidence that the expert's data and methodology are similar to that used by professionals in the relevant field.

In keeping with the *Daubert* and *Kumho* rulings, KM employs methodology and measurement tools used in the media planning and advertising industry for designing and measuring the adequacy of a paid media program to reach a particular audience.

Choosing a target audience that encompasses the characteristics of class members is the first step in designing the paid media program. KM chooses media vehicles based on their ability to provide effective and cost-efficient penetration of the target audience. Then it measures selected vehicles against the target audience to quantify the reach of the media program and the frequency of exposure to the media vehicles. Reach and frequency estimates are two of the primary measurements used to quantify the media penetration of a target audience.

- **Reach** is the estimated percentage of a target audience that is exposed one or more times through a specific media vehicle or combination of media vehicles within a given period.
- **Frequency** is the estimated average number of opportunities an audience member has to see the notice.

TARGET AUDIENCE

TARGET AUDIENCE: **SELECTION METHODOLOGY**

To develop a profile of the demographics and media habits of potential Class Members, KM analyzed syndicated data available from GfK MRI's *2011 Doublebase Study*¹.

GfK MRI is the leading U.S. supplier of multimedia audience research. As a nationally accredited research firm, it provides information to magazines, television, radio, Internet and other media, leading national advertisers and over 450 advertising agencies – including 90 of the top 100 in the U.S. GfK MRI's nationally syndicated data are widely used by these companies as the basis for the majority of the media and marketing plans written for advertised brands in the U.S.

Specifically, GfK MRI presents a single-source measurement of major media, products, services, and in-depth consumer demographic and lifestyle characteristics. GfK MRI provides data on media usage, audience composition, and other relevant factors pertaining to all major media types as well as the readership of print vehicles.

Since it is not possible to measure Internet against the target audience “Flonase Users,” KM selected the age and gender targets available for all media that are most representative of Flonase user demographics. “Flonase Users” skew women with an index of 116. This means that “Flonase Users” are 16% more likely than the average adult to be women. Of “Flonase Users,” 47.9 percent are 45 to 64 years old. Given this information, the measured delivery of media to women 45 to 64 years old will be representative of delivery to Class Members.

Therefore, to adequately reach the Class, KM will purchase and measure media against the following primary target:

- Women 45-64 years old (“Women 45-64”)

¹ Since 1979, GfK MRI's *Survey of the American Consumer* has conducted detailed polling of a large sample of U.S. adults about the media they see and hear and about the products they use. Participants in the survey are identified by age, occupation, income, education and by where they live, among other things. They are asked what magazines and newspapers they read, what TV shows and cable channels they watch, and are asked questions about Internet access and radio formats. Survey data indicate the brands and products they use from among 500 categories and 6000 consumer brands. The data from this survey is used by media practitioners industry-wide to characterize media and product users by demographics and to account for and compare the size and make-up of media audiences. The *Doublebase Study* consists of two years of *Survey of the American Consumer* data. (GfK MRI was known until mid-2010 as Mediamark Research & Intelligence, or MRI.)

TARGET AUDIENCE:
DEMOGRAPHICS

Based on GfK MRI data, the graph below outlines the demographics of the target audience and the demographics of adults 18 years and older (“Adults 18+”) for comparison purposes:

DEMOGRAPHICS	ADULTS 18+	FLONASE USERS	WOMEN 45-64
Gender			
Male	48.4%	39.9%	N/A
Female	51.6%	60.1%	100%
Age			
18-34	30.5%	20.2%	N/A
35-44	18.3%	16.8%	N/A
45-64	34.6%	47.9%	100%
65+	16.6%	15.1%	N/A
Education			
Graduated/Attended College	55.0%	66.0%	58.9%
Graduated High School	30.9%	25.0%	30.7%
Household Income²			
Under \$10,000	6.3%	5.2%	5.4%
\$10,000 - \$29,999	16.6%	11.2%	18.7%
\$30,000 - \$49,999	16.0%	16.8%	17.8%
\$50,000 - \$74,999	11.2%	15.2%	13.2%
\$75,000+	39.0%	51.6%	44.7%
\$100,000+	25.2%	35.6%	29.7%
Ethnicity³			
Caucasian	76.3%	80.3%	79.7%
African-American	11.6%	12.9%	12.0%
Hispanic	13.8%	9.6%	9.4%
Asian	3.0%	1.3%	2.3%
Other	9.4%	5.6%	6.0%

² The total percentages listed do not equal exactly 100.00% percent because GfK MRI rounds up all percentages to the nearest tenth of a decimal.

³ The GfK MRI *Doublebase Study* allows for multi-classification of an individual's ethnicity. Therefore, the sum of all ethnicities may be greater than 100%.

Location⁴			
A & B Counties	71.6%	72.0%	71.3%
C & D Counties	28.4%	28.0%	28.7%

Based on these data, Flonase Users are slightly more likely than the average adult to:

- Be female.
- Be 45-64 years old.
- Have graduated or attended college.
- Have a household income of \$75,000+.

⁴ A Counties, as defined by A.C. Nielsen Company (“Nielsen”), are all counties belonging to the 25 largest metropolitan areas. These metro areas correspond to the Metropolitan Statistical Area and include the largest cities and consolidated areas in the United States. B Counties, as defined by Nielsen, are all counties not included under A that have either a population greater than 150,000 or are in a metro area with a population greater than 150,000 according to the latest census. C Counties, as defined by Nielsen, are all counties not included under A or B that either have a population greater than 40,000 or are in a metro area with a population greater than 40,000 according to the latest census. D Counties are, essentially, rural counties.

TARGET AUDIENCE:
MEDIA USAGE

Individuals spend varying amounts of time with different media. Certain demographic groups may be heavy consumers, light consumers, or non-users of a particular medium. For example, GfK MRI data shows that individuals who are less educated are likely to be heavy television viewers and light newspaper readers. Conversely, highly educated individuals are more likely to be heavy newspaper readers and light television viewers.

KM notice plans focus on the media types used most often by the target audiences. To examine the media habits of the target audience, KM compares the target audience's media usage to that of the average adult 18 years of age and older ("Adult 18+") in usage quintiles reported by GfK MRI. The study ranks respondents based on their amount of exposure to a medium and divides them into five equal-sized groups ("quintiles") from heaviest usage (1) to lightest usage (5).

The media usage of the target audience in each quintile is expressed as an index. An index of 100 is the average adult's usage of a particular medium. Therefore, an index above 100 indicates a heavier usage of the medium than the average adult, and an index below 100 indicates a lighter usage of the medium than the average adult.

The target audience's top two quintiles (heaviest and next heaviest usage) for each type of media are:

MEDIA	ADULTS 18+	FLONASE USERS	WOMEN 45-64
Magazine			
Quintile 1	100	128	96
Quintile 2	100	112	102
Newspaper			
Quintile 1	100	119	118
Quintile 2	100	103	109
Radio			
Quintile 1	100	95	103
Quintile 2	100	95	101
Television			
Quintile 1	100	100	105
Quintile 2	100	110	106
Internet			
Quintile 1	100	108	95
Quintile 2	100	109	103

These data indicate the following regarding the media consumption habits of Women 45-64 and Flonase Users:

- Flonase Users are heavy magazine and newspaper readers.
- Flonase Users are somewhat heavy Internet users.
- Flonase Users are average radio listeners and television watchers.
- Women 45-64 are heavy newspaper readers.
- Women 45-64 are somewhat heavy television watchers.
- Women 45-64 are average magazine readers, radio listeners, and Internet users.

As Flonase Users are heavier magazine readers, similar newspaper readers and heavier Internet users than Women 45-64, it is likely that this plan has a higher reach to Flonase Users than Women 45-64.

PAID MEDIA PLACEMENTS

PAID MEDIA PLACEMENTS: NEWSPAPER SUPPLEMENTS

Parade, *USA Weekend*, and *American Profile* are publications known as newspaper supplements that are inserted into weekend or Sunday editions newspapers nationwide. Newspaper supplements are magazines that are articles written for broad, general appeal and encourage readership through brevity. Issues are typically fewer than 30 pages. For this Notice Program, KM recommends newspaper supplements because of their cost-effective reach capability.

Parade appears in more than 640 papers, *USA Weekend* in more than 800, and *American Profile* in 1,282. (There is a small amount of overlap, as some papers carry more than one supplement, so these numbers are not cumulative.) *Parade* and *USA Weekend* together reach every major media market in the country. The selected supplements provide coverage in all 50 states and the District of Columbia. A list of the newspapers into which the selected supplements are inserted is attached as Exhibit 2.

KM recommends the following newspaper supplement placements:

PARADE

- A two-fifth-page ad (5.25" x 6.75") once in *Parade* with an estimated circulation of 33,000,000.⁵
- *Parade* is carried in the Sunday edition of more than 640 daily newspapers and is the highest circulating magazine in the world. Carrier newspapers serve major urban and suburban markets in the U.S.
- 34.9% of women 45-64 read *Parade*.



- A two-fifth-page ad (5" x 6.4375") once in *USA Weekend* with an estimated circulation of 22,250,000.
- *USA Weekend* is carried in the weekend edition of more than 800 daily newspapers in major markets, complementing U.S. markets served by *Parade*.

⁵ The GfK MRI readership estimates for *Parade* and *USA Weekend* are reflective of the broader readership measurement of the newspaper carrier groups into which these supplements are inserted. A custom study, conducted in 2003, by GfK MRI indicates that the actual readership of the supplements is less than that of the carrier papers. While this study provided directional insight into the audience, the data provided is highly variable and insufficient for use in specific computation of reach and frequency. Therefore, the use of carrier paper readership for the newspaper supplements remains an accredited methodology

- 21.4% of women 45-64 read *USA Weekend*.

AmericanProfile

- A Digest-page ad (4.75" x 6.625") once in *American Profile* with an estimated circulation of 10,250,000.
- *American Profile* is carried in 1,282 weekly and daily newspapers that are published primarily in rural counties nationwide, including counties that are not served by *Parade* or *USA Weekend*. Editorial content is designed to appeal to small-town Americans and their interests and activities.
- 18.1% of women 45-64 read *American Profile*.

PAID MEDIA PLACEMENTS:
CONSUMER MAGAZINES

Most adults read one or more magazines during an average month and nearly three out of five adults read or look at a magazine daily. Magazines quickly accumulate readership and provide timely and efficient notice to readers. KM chose the consumer magazines listed below because they provide efficient coverage of the target audience.

KM recommends the following consumer magazine placements:



- A full-page ad (5.75" x 9") once in *National Geographic* with an estimated circulation of 4,100,000.
- *National Geographic* is published monthly and covers people and places internationally. Readers spend an average of 56 minutes with each issue and tend to be upper-income and educated.
- 12.4% of women 45-64 read *National Geographic*.



- A half-page ad (3.375" x 10") twice in *People* with an estimated circulation of 3,450,000.
- *People* is a weekly publication covering contemporary personalities in entertainment, politics, business, and other current events.
- 24.9% of women 45-64 read *People*.

PAID MEDIA PLACEMENTS: TRADE PUBLICATION

An important component of the Notice Program is advertising in a trade publication that is read by individuals who are in the business of insurance. While the reach of this publication is not measured, it is targeted directly to TPPs.

The recommended trade publication is:



- A full-page ad (7" x 10") once in *National Underwriter Life & Health* with an estimated circulation of 50,550.
- *National Underwriter Life & Health* has a pass-along rate of 1.7 readers per copy.
- *National Underwriter Life & Health* is the only weekly magazine serving the life, health and financial services market. Topics covered include agency management, taxes, legislation, executive benefits, retirement planning, and profitable sales ideas.

PAID MEDIA PLACEMENTS:
PUBLICATIONS IN U.S. TERRITORIES AND POSSESSIONS

To provide notice in U.S. territories and possessions, KM selected newspaper advertising. The Consumer Publication Notice will be translated, when necessary, and appropriately sized for placement in the following newspapers:

U.S. TERRITORY/POSSESSION	NEWSPAPER	CIRCULATION
American Samoa	<i>Samoa News</i>	4,000
Guam	<i>Pacific Daily News</i>	30,000
Northern Mariana Islands	<i>Saipan Tribune</i>	2,500
Puerto Rico	<i>El Nuevo Dia</i>	250,000
Puerto Rico	<i>El Vocero</i>	140,000
Puerto Rico	<i>Primera Hora</i>	140,869
St. Croix (United States Virgin Islands)	<i>St. Croix Avis</i>	14,000
St. John (United States Virgin Islands)	<i>St. Johns Trade Winds</i>	2,000
St. John (United States Virgin Islands)	<i>Virgin Islands Daily News</i>	13,000

PAID MEDIA PLACEMENTS:
TARGET AUDIENCE'S PRINT READERSHIP

Readership includes both primary readers and pass-along readers. Primary readers purchase a publication or are members of a household where the publication was purchased. Pass-along readers are those who read the publication outside the home, in places such as a doctor's office. The table below indicates the estimated number of readers for the target audience of an average issue of the magazine or newspaper supplement:

PUBLICATION	INSERTIONS	WOMEN 45-64
<i>American Profile</i>	1	7,369,000
<i>National Geographic</i>	1	5,057,000
<i>Parade</i>	1	14,171,000
<i>People</i>	2	10,111,000
<i>USA Weekend</i>	1	8,679,000

GfK MRI does not measure trade publications. Therefore, their contribution to the overall reach of the media is not calculated. Their inclusion in the Notice Program is still recommended, however, given the demographics of the target audience.

PAID MEDIA PLACEMENTS: **INTERNET ADVERTISING**

GfK MRI provides data on Internet usage by asking survey respondents about their online usage during the 30 days prior to the survey. According to GfK MRI, 80.2% of women 45-64 used the Internet during the last 30 days.

Accordingly, KM recommends incorporating Internet advertising into the Notice Program in order to provide potential Class Members with additional national notice opportunities beyond the broad-reaching print program. Internet advertising delivers an immediate message and allows the viewer of an advertisement to instantly click through to a website for further information.

WEBSITE ADVERTISING

KM recommends placing ads on a wide range of websites, enabling maximum exposure opportunities to reach the target audience of women 45-64. In addition, websites with audiences that are highly comprised of the specific target audiences were also selected. (Delivery of Internet impressions to specific sites and categories within sites are subject to availability at the time KM purchases the media.)

KM recommends the following Web placements:



- 24/7 Real Media is a network that represents over 800 websites. A partial list of websites in the 24/7 Real Media Network is attached as Exhibit 3.
- Banner advertisements measuring 728 x 90 pixels, 300 x 250 pixels, and 160 x 600 pixels will appear, on a rotating basis, on websites that are part of the 24/7 Real Media Network, for a total estimated 60,000,000 gross impressions.
- The banner advertisements will appear for approximately 30 days.



- AOL (America Online) Media Networks are a leading portfolio of websites attracting large and engaged audiences on the web.
- Banner advertisements measuring 728 x 90 pixels and 300 x 250 pixels will appear, on a rotating basis, on various AOL websites for a total estimated 30,000,000 gross impressions.
- The banner advertisements will appear for approximately 30 days.



- Yahoo! is a leading Internet brand and a global online network of integrated services providing users with entertainment and other quality content.
- Banner advertisements measuring 728 x 90 pixels and 300 x 250 pixels will appear, on a rotating basis, on various Yahoo! Web pages, for a total estimated 25,000,000 gross impressions.
- The banner advertisements will appear for approximately 30 days.

NATIONAL MEDIA DELIVERY

The paid media program outlined in this plan provides Class Members with multiple exposure opportunities to media vehicles carrying the Notice and delivers the following estimated reach and frequency measurements to the target audience defined by the 2012 Spring Study⁶ from GfK MRI:

- An estimated 80.02% of women 45-64 will be reached with an average estimated frequency of 2 times, delivering 67,104,000 gross impressions.

⁶ GfK MRI Net+ Fusion combines GfK MRI's *Survey of the American Consumer* and Nielsen Online's NetView, providing a single-source dataset of off-line and online media usage by American consumers. Nielsen uses a patented metering technology and representative panels of Internet users to collect and report consumer Internet usage. The GfK MRI survey provides data on magazine and newspaper reading, television viewing, radio listening, product consumption, psychographic characteristics, computer and Internet access configurations, and geo-demographic characteristics. Combining the two datasets provides unduplicated audience estimates across print and online media.

NOTICE DESIGN

NOTICE DESIGN:
DETAILED NOTICE

The Detailed Notice (Exhibit 4) will be compliant with Rule 23 and consistent with the Federal Judicial Center’s “illustrative” class action notices. Specifically, the Detailed Notice will clearly and concisely state in plain, easily understood language:

- The nature of the action;
- The definition of the class certified;
- The class claims, issues, or defenses;
- That a class member may enter an appearance through an attorney if the member so desires;
- That the Court will exclude from the class any member who requests exclusion;
- The time and manner for requesting exclusion; and
- The binding effect of a class judgment on members under Rule 23 (c)(3).

The Detailed Notice will prominently feature a toll-free number and website address for Class Members to obtain more information and file a claim.

NOTICE DESIGN:
POSTCARD NOTICE

The plain language Postcard Notice (Exhibit 5) is designed to alert Class Members to the litigation by using a bold headline. This headline will enable Class Members to quickly determine if they are potentially affected by the litigation. Plain language text provides important information regarding the subject of the litigation, the Class definition, and the legal rights available to Class Members. The Postcard Notice includes all the substantive information required by Rule 23.

Each postcard will prominently feature a toll-free number and website address for Class Members to obtain the Detailed Notice and other information.

NOTICE DESIGN:
PUBLICATION NOTICE

Rule 23(c)(2) of the Federal Rules of Civil Procedure requires notices in 23(b)(3) class actions to be written in “plain, easily understood language.” KM applies the plain language requirement in drafting all notices in federal and state class actions. The firm maintains a strong commitment to adhering to the plain language requirement, while drawing on its experience and expertise to draft notices that effectively convey the necessary information to Class Members.

The plain language Publication Notice (Exhibit 6), is designed to alert Class Members to the litigation by using a bold headline. This headline will enable Class Members to quickly determine if they are potentially affected by the litigation. Plain language text provides important information regarding the subject of the litigation, the Class definition and the legal rights available to Class Members. The Publication Notice includes all the substantive information required by Rule 23.

Each advertisement will prominently feature a toll-free number and website for Class Members to obtain the Detailed Notice and other information.

NOTICE DESIGN: **WEBSITE AND INTERNET ADS**

An informational interactive website is a critical component of the Notice Program. A website is a constant information source instantly accessible to millions. In this case, the site will capitalize on the Internet's ability to distribution information and provide access to customer service. Internet banner ads will help direct Class Members to the website.

WEBSITE DESIGN

Combining clean site design, consistent site navigation cues and search engine optimization, the website will provide Class Members with easy access to the details of the litigation.

- **CLEAN DESIGN:** The site will be designed for ease of navigation and comprehension, with user-friendly words and icons. Clearly labeled content will include the Detailed Notice, court documents, and answers to frequently asked questions.
- **ONLINE REGISTRATION/CLAIM FILING:** In an effort to make it even easier for Class Members to receive information/make claims, the website will allow users to request hard copies of materials, and/or make a claim online.

INTERNET BANNER AD DESIGN

KM will design Internet banner advertisements to alert Class Members to the litigation by using a bold headline. The headline will enable Class Members to quickly determine if they may be affected by the litigation. When users click on the banner advertisement, they will be connected to the informational website that contains complete information about their legal rights.

For reference, below is an Internet ad in a similar case:



TOLL-FREE TELEPHONE SUPPORT

A toll-free interactive voice response system (IVR) will be established to service both Consumer Class Members and TPP Class Members calling as a result of seeing the paid media notice. Callers requesting the Detailed Notice will be prompted to input the telephone number of the residence where they would like to receive the Notice.

The system uses an address look-up database to locate the corresponding address of the resident. A portion of the address will be read back to the caller for address verification. For successful look-ups, the caller will be asked to speak the Class Member's full name and to spell the last name. If the look-up fails, is incorrect, or the call is placed from a rotary dial telephone, callers will be prompted to state their name and address.

EXHIBIT 1



Kinsella Media, LLC

Relevant Case Experience

Antitrust

Big Valley Milling, Inc. v. Archer Daniels Midland Co., No. 65-C2-96-000215 (Minn. Dist. Ct. Renville County) (lysine).

Carlson v. Abbott Laboratories, No. 94-CV-002608 (Wis. Cir. Ct. Milwaukee County) (infant formula).

Comes v. Microsoft Corp., No. CL8231 (Iowa Dist. Ct. Polk County)

Connecticut v. Mylan Laboratories, Inc., No. 99-276, MDL No. 1290 (D.D.C.) (pharmaceutical).

Conroy v. 3M Corp., No. C-00-2810 CW (N.D. Cal.) (invisible tape).

Copper Antitrust Litigation, MDL 1303 (W.D. Wis.) (physical copper).

Cox v. Microsoft Corp., No. 105193/00 (N.Y. Sup. Ct. N.Y. County) (software).

D.C. 37 Health & Security Plan v. Medi-Span, No. 07-cv-10988 (D.Mass.); *New England Carpenters Health Benefits Fund v. First DataBank, Inc.*, No. 1:05-CV-11148 (D. Mass.) (pharmaceutical).

Giral v. Hoffman-LaRoche Ltd., C.A. No. 98 CA 7467 (W. Va. Cir. Ct., Kanawha County) (vitamins).

In re Buspirone Antitrust Litigation, MDL No. 1413 (S.D.N.Y.) (pharmaceutical).

In re Cardizem Antitrust Litigation, 200 F.R.D. 326 (E.D. Mich.) (pharmaceutical).

In re Compact Disc Minimum Price Antitrust Litigation, MDL No. 1361 (D. Me.) (compact discs).

In re Insurance Brokerage Antitrust Litig., MDL No. 1663 Civil No. 04-5184 (FSH) (D.N.J.) (insurance).

In re International Air Transportation Surcharge Antitrust Litigation, No. M 06-1793, MDL No. 1793 (N.D. Cal.) (airline fuel surcharges).

In re Monosodium Glutamate Antitrust Litig., D-0202-CV-0200306168, D-202-CV-200306168 (N.M. Dist. Ct., Bernalillo County) (MSG).

In re Motorsports Merchandise Antitrust Litigation, No. 1:97-CV-2314-TWT (N.D. Ga.) (merchandise).

In re Nasdaq Market-Makers Antitrust Litigation, MDL No. 1023 (S.D.N.Y.) (securities).

In re Pharmaceutical Industry Average Wholesale Price Litigation, No. CA:01-CV-12257, MDL No. 1456 (D. Mass.) (pharmaceutical).

In re Toys "R" Us Antitrust Litigation, No. CV-97-5750, MDL No. 1211, (E.D.N.Y.) (toys and other products).

In re Western States Wholesale Natural Gas Antitrust Litigation, No. CV-03-1431, MDL No. 1566, (D. Nev.) (natural gas).

Kelley Supply, Inc. v. Eastman Chemical Co., No. 99CV001528 (Wis. Cir. Ct., Dane County) (Sorbates).

Ohio vs. Bristol-Myers Squibb, Co., No. 1:02-cv-01080 (D.D.C.) (pharmaceutical).

Raz v. Archer Daniels Midland Co., Inc., No. 96-CV-009729 (Wis. Cir. Ct. Milwaukee County) (citric acid).

Consumer and Product Liability

Azizian v. Federated Department Stores, Inc., No. 4:03 CV-03359 (N.D. Cal.) (cosmetics).

Baird v. Thomson Consumer Elecs., No. 00-L-000761 (Ill. Cir. Ct., Madison County) (television).

Bonilla v. Trebol Motors Corp., No. 92-1795 (D.P.R.) (automobiles).

Burch v. American Home Products Corp., No. 97-C-204 (1-11) (W. Va. Cir. Ct., Brooke County) (Fen Phen).

Cosby v. Masonite Corp., No. CV-97-3408 (Ala. Cir. Ct. Mobile County) (siding product); *Quin v. Masonite Corp.*, No. CV-97-3313 (Ala. Cir. Ct. Mobile County) (roofing product).

Cox v. Shell Oil Co., No. 18,844 (Tenn. Ch. Ct. Obion County) (polybutylene pipe).

Daniel v. AON Corp., No. 99 CH 11893 (Ill. Cir. Ct. Cook County) (insurance).

Fettke v. McDonald's Corp., No. 044109 (Cal. Super Ct. Marin County) (trans fatty acids).



Florida v. Nine West Group, Inc., No. 00 CIV 1707 (S.D.N.Y.) (shoes).

Foothill/De Anza Community College Dist. v. Northwest Pipe Co., No. 00-20749-JF(N.D. Cal.) (fire sprinklers).

Galanti v. The Goodyear Tire & Rubber Company, No. 03-209 (D.N.J.) (radiant heating) (2002).

Garza v. Sporting Goods Properties, Inc., No. SA 93-CA-1082 (W.D. Tex.) (gun ammunition).

Hoorman v. GlaxoSmithKline, No. 04-L-715 (Ill. Cir. Ct., Madison Cty.) (Paxil pharmaceutical).

In re Louisiana Pacific Corp. Inner Seal OSB Trade Practices Litigation, MDL No. 1114 (N.D. Cal.) (oriented strand board).

In re Tri-State Crematory Litig, MDL 1467 (N.D. Ga.) (improper burial).

Lebrilla v. Farmers Group Inc., No. 00-CC-07185 (Cal. Super. Ct., Orange County) (auto insurance).

Lovelis v. Titeflex, No. 04-211 (Ak. Cir. Ct., Clark County) (gas transmission pipe).

Naef v. Masonite Corp., No. CV-94-4033 (Ala. Cir. Ct. Mobile County) (hardboard siding product).

Peterson v. BASF Corp., No. C2-97-295 (D. Minn.) (herbicide).

Posey v. Dryvit Sys., Inc. No. 17,715-IV (Tenn. Cir. Ct., Jefferson County) (EIFS stucco).

Reiff v. Epson America, Inc. and Latham v. Epson Am., Inc., J.C.C.P. No. 4347 (Cal. Super. Ct., L.A. County) (ink jet printers).

Richison v. Weyerhaeuser Company Limited, No. 05532 (Cal. Super. Ct. San Joaquin County) (roofing product).

Ruff v. Parex, Inc., No. 96-CvS 0059 (N.C. Super. Ct. Hanover County) (synthetic stucco product).

Shah v. Re-Con Building Products, Inc., No. C99-02919 (Cal. Super. Ct. Contra Costa County) (roofing product).

Shields vs. Bridgestone/Firestone, Inc., Bridgestone Corp., No. E-167.637 (D. Tex.) (tires).

Smith v. Behr Process Corp., No. 98-2-00635 (Wash. Super. Ct., Gray Harbor County) (stain product).



Weiner v. Cal-Shake, Inc., J.C.C.P. No. 4208 (Cal. Super. Ct., Contra Costa County) (roofing product).

Wholesale Elec. Antitrust Cases I & II, J.C.C.P. Nos. 4204 & 4205 (Cal. Super. Ct., San Diego County) (energy).

Woosley v. State of California, No. CA 000499 (Cal. Super. Ct., Los Angeles County) (automobiles).

Mass Tort

Ahearn v. Fibreboard Corp., No. 6:93cv526 (E.D. Tex); *Continental Casualty Co. v. Rudd*, No. 6:94cv458 (E.D. Tex) (asbestos injury).

Backstrom v. The Methodist Hospital, No. H.-94-1877 (S.D. Tex.) (TMJ injury).

Engle v. RJ Reynolds Tobacco Co., No. 94-08273 (Fla. Cir. Ct. Dade County) (tobacco injury).

Georgine v. Amchem, Inc., No. 93-CV-0215 (E.D. Pa.) (asbestos injury).

Bankruptcies

In re Armstrong World Industries, Inc., No. 00-4471 (Bankr. D. Del.).

In re Dow Corning, No. 95-20512 (Bankr. E.D. Mich.) (breast implants).

In re Johns-Manville Corp., 68 B.R. 618, 626 (Bankr. S.D.N.Y.) (asbestos).

In re Kaiser Aluminum Corp., No. 02-10429 (JFK) (D. Del.).

In re Owens Corning, No. 00-03837 (Bankr. D. Del.).

In re Raytech Corp., No. 5-89-00293 (Bankr. D. Conn.) (asbestos).

In re The Celotex Corp., Nos. 90-10016-8B1 and 90-10017-8B1 (Bankr. M.D. Fla.) (asbestos).

In re U.S. Brass Corp., No. 94-40823S (Bankr. E.D. Tex.) (polybutylene).

In re USG Corp., Nos. 01-2094 - 01-2104 (Bankr. D. Del.).

In re W.R. Grace & Co., No. 01-01139 (Bankr. D. Del.).



Insurance

McNeil v. American General Life and Accident Insurance Co., No. 8-99-1157 (M.D. Tenn.) (insurance).

Nealy v. Woodmen of the World Life Insurance Co., No. 3:93 CV-536 (S.D. Miss.) (insurance).

Holocaust Victims Reparations

In re Holocaust Victim Assets Litigation, Nos. CV 96-4849, CV-5161 and CV 97-461 (E.D.N.Y.) (Holocaust).

The International Commission on Holocaust Era Insurance Claims Outreach

Pension Benefits

Collins v. Pension Benefit Guarantee Corp., No. 88-3406 (D.D.C.); *Page v. Pension Benefit Guarantee Corp.*, No. 89-2997 (D.D.C.).

Forbush v. J. C. Penney Co., Inc., Nos. 3:90-2719 and 3:92-0109 (N.D. Tex.).

International

Ahearn v. Fiberboard Corporation, No. 6:93cv526 (E.D. Tex) and *Continental Casualty Co. v. Rudd*, No. 6:94cv458 (E.D. Tex.) (asbestos injury) (1993).

Galanti v. The Goodyear Tire & Rubber Company, No. 03-209 (D.N.J.) (radiant heating) (2002).

In re Holocaust Victims Assets Litigation, No. CV 96-4849 (ERK) (MDG) (Consolidated with CV-5161 and CV 97461) (E.D.N.Y.) (2003).

In re Owens Corning, Chapter 11, No. 00-03837 (MFW) (Bankr. D. Del.) (2006).

In re The Celotex Corporation, Chapter 11, Nos. 90-10016-8B1 and 90-10017-8B1 (Bankr. M.D. Fla.) (1996).

In re USG Corporation, Chapter 11, Nos. 01-2094 (RJN) through 01-2104(RJN) (Bankr. D. Del.) (2006).

In re Western Union Money Transfer Litigation, No. 01 0335 (CPS) (VVP) (E.D.N.Y.) (wire transactions) (2004).

In re W.R. Grace & Co., Chapter 11, No. 01-01139 (Bankr. D. Del.) (bankruptcy) (2001).



International Committee on Holocaust Era Insurance Claims (1999).

Product Recall

Central Sprinkler Voluntary Omega Sprinkler Replacement Program

Hart v. Central Sprinkler Corp., No. BC17627 (Cal. Super. Ct. Los Angeles County) & *County of Santa Clara v. Central Sprinkler Corp.*, No. CV 17710119 (Cal. Super. Ct. Santa Clara County)

Telecom

Bidner, et al. v. LCI International Telecom Corp d/b/a Qwest Communications.

Community Health Association v. Lucent Technologies, Inc., No. 99-C-237, (W.Va. Cir. Ct., Kanawha County).

Cundiff et al. v. Verizon California, Inc., No. 237806 (Cal. Super Ct., Los Angeles County).

Kushner v. AT&T Corporation, No. GIC 795315 (Cal. Super. Ct., San Diego County).

Rish Enterprise v. Verizon New Jersey, No. MID-L-8946-02 (N.J. Super. Ct.).

Sonnier, et. al. v. Radiofone, Inc., No. 44-844, (L.A. Jud. Dist. Ct., Plaquemine Parish County).

State of Louisiana v. Sprint Communications Company L.P., No. 26,334 (Jud. Dis. Ct., Parish of West Baton Rouge) and *State of Louisiana v. WilTel, Inc.*, No. 26,304 (Jud. Dis. Ct., Parish of West Baton Rouge).



EXHIBIT 2

American Profile Distributing Newspapers

Publication	City	State	Zip	Circulation
Cherokee County Herald	Centre	AL	35960	2,437
The Cullman Times	Cullman	AL	35055	11,000
TheTimes-Record	Fayette	AL	35555-2702	5,000
Pickens County Herald	Fayette	AL	35555-2702	5,000
North Jefferson News	Gardendale	AL	35071-0849	3,482
Daily Mountain Eagle	Jasper	AL	35501	11,044
The Leeds News	Leeds	AL	35094	2,288
St. Clair News-Aegis	Pell City	AL	35125	2,786
The Eufaula Tribune	Eufaula	AL	36027	5,582
The Opelika-Auburn News	Opelika	AL	36801	14,800
The Dothan Eagle	Dothan	AL	36303	35,700
The Sand Mountain Reporter	Albertville	AL	35950	10,000
The News Courier	Athens	AL	35611	7,300
The Times-Journal	Fort Payne	AL	35968	6,467
The Daily Sentinel	Scottsboro	AL	35768	5,074
The Atmore Advance	Atmore	AL	36502	3,200
The Brewton Standard	Brewton	AL	36426	3,000
The Dadeville Times	Alexander City	AL	35010	1,583
The Outlook	Alexander City	AL	35010	4,100
The Outlook/Dadeville Times	Alexander City	AL	35010	5,683
The Andalusia Star-News	Andalusia	AL	36420	4,431
The Demopolis Times	Demopolis	AL	36732-2255	3,000
The Tallassee Tribune	Tallassee	AL	36078	3,000
The Messenger	Troy	AL	36081	3,349
The Eclectic Observer	Wetumpka	AL	36092	2,000
The Wetumpka Herald	Wetumpka	AL	36092	4,600
The Weekly Vista	Bentonville	AR	72712	4,466
Booneville Democrat	Booneville	AR	72927-4043	2,874
Charleston Express	Charleston	AR	72933	1,916
Greenwood Democrat	Greenwood	AR	72936-0398	1,421
Paris Express	Paris	AR	72855	2,792
Alma Journal	Salem	AR	72921	750
Van Buren Press Argus-Courier	Van Buren	AR	72956-4306	3,000
The Villager Journal	Cherokee Village	AR	72525	2,200
Clay County Times Democrat	Rector	AR	72461	2,600
Atkins Chronicle	Atkins	AR	72823	2,000
The Dover Times	Atkins	AR	72823	1,948
Batesville Daily Guard	Batesville	AR	72501	10,149
The Saline Courier	Benton	AR	72015	6,000
Log Cabin Democrat	Conway	AR	72033	11,164
Yell County Record	Danville	AR	72833	3,552
Cleburne County Sun-Times	Heber Springs	AR	72543-3042	4,975
Malvern Daily Record	Malvern	AR	72104	4,000
Stone County Leader	Mountain View	AR	72560	4,263
Newport Independent	Newport	AR	72112	2,239

Daily Leader	Stuttgart	AR	72160	2,985
The White Hall Journal	White Hall	AR	71612	2,350
Helena-West Helena Daily World	Helena	AR	72342	4,050
Northeast Arkansas Town Crier	Manila	AR	72442	2,000
The Osceola Times	Osceola	AR	72370	2,537
Poinsett County Democrat Tribune	Trumann	AR	72472	1,500
Evening Times	West Memphis	AR	72301	8,627
Little River News	Ashdown	AR	71822-2817	3,045
Hope Star	Hope	AR	71801	3,045
The Daily Siftings Herald	Hope	AR	71801	3,045
Nashville News	Nashville	AR	71852	3,000
Carroll County News	Berryville	AR	72616	3,100
Newton County Times	Harrison	AR	72602	1,500
The News	Salem	AR	72576	2,550
Mohave Valley Daily News	Bullhead City	AZ	86439	9,134
The Bugle	Cottonwood	AZ	86326	2,500
The Verde Independent	Cottonwood	AZ	86326	2,574
Arizona Silver Belt	Globe	AZ	85502	3,500
Holbrook Tribune - News	Holbrook	AZ	86025	2,290
The Kingman Daily Miner	Kingman	AZ	86401	8,525
Today's News Herald	Lake Havasu City	AZ	86403	11,000
Parker Pioneer	Parker	AZ	85344	5,000
Ahwatukee Foothills News	Phoenix	AZ	85044	28,280
The Daily Courier	Prescott	AZ	86312	15,750
Eastern Arizona Courier	Safford	AZ	85546	6,900
Sedona Red Rock News	Sedona	AZ	86336	6,000
White Mountain Independent	Show Low	AZ	85902	8,500
Daily News-Sun	Sun City	AZ	85351	12,444
Glendale/Peoria Today	Sun City	AZ	85351	34,170
Surprise Today	Sun City	AZ	85351	40,290
Chandler Tribune/East Valley Tribune	Tempe	AZ	85282	98,000
Wickenburg Sun	Wickenburg	AZ	85390	2,537
Arizona Range News	Willcox	AZ	85544	3,146
Williams-Grand Canyon News	Williams	AZ	86046	3,482
San Pedro Valley News - Sun	Benzon	AZ	85602	3,045
The Daily Dispatch	Douglas	AZ	85607	4,080
Green Valley News & Sun	Green Valley	AZ	85614	10,200
The Sahuarita News and Sun	Green Valley	AZ	85614	6,630
Sierra Vista Herald	Sierra Vista	AZ	85635	10,710
Intermountain News	Burney	CA	96013	1,050
Chico-Oroville Enterprise Record	Chico	CA	95927-0009	28,000
The Gridley Herald	Gridley	CA	95948	2,500
Paradise Post	Paradise	CA	95969	8,119
Red Bluff Daily News	Red Bluff	CA	96080	8,119
Shasta Lake Bulletin	Shasta Lake	CA	96019	1,050
Eureka Times Standard	Eureka	CA	95502	19,500
Kingsburg Recorder	Kingsburg	CA	93631	2,500
The Porterville Recorder	Porterville	CA	93257	10,149

Selma Enterprise	Selma	CA	93662	3,000
Visalia Times Delta/Tulare Advance Register	Visalia	CA	93291	24,000
Inyo Register	Bishop	CA	93514	4,872
Palo Verde Valley Times(/Quartzsite Times)	Blythe	CA	92225	4,060
Antelope Valley Press	Palmdale	CA	93550	20,500
The Daily Independent	Ridgecrest	CA	93555	8,119
Daily Midway Driller	Taft	CA	92368	3,045
The Desert Trail	Twenty-nine Palms	CA	92277	3,500
Press-Dispatch	Victorville	CA	92392	38,566
Hi-Desert Star	Yucca Valley	CA	92286	7,000
Mount Shasta Herald	Mount Shasta	CA	96067	4,872
Siskiyou Daily News	Yreka	CA	96097	5,886
Free Lance	Hollister	CA	95023	3,542
The Monterey County Herald	Monterey	CA	93940	29,250
Salinas Valley Weekly	Monterey	CA	93940	35,700
Tahoe Daily Tribune	South Lake Tahoe	CA	96150	7,600
Lassen County Times	Susanville	CA	96130	8,600
Westwood Pinepress	Susanville	CA	96130	1,245
The Sierra Sentinel	Altaville	CA	95221	1,000
Chester Progressive	Chester	CA	96020	2,440
Escalon Times	Escalon	CA	95320	1,800
Daily Republic	Fairfield	CA	94533	18,805
The Union	Grass Valley	CA	95945	17,000
Indian Valley Record	Greenville	CA	95947	1,498
Amador Ledger-Dispatch	Jackson	CA	95642	7,600
The Manteca Bulletin	Manteca	CA	95336-0912	6,716
Oakdale Leader	Oakdale	CA	95361	5,074
Mountain Democrat	Placerville	CA	95667	14,527
Portola Reporter	Portola	CA	96122	2,475
Feather River Bulletin	Quincy	CA	95971	3,330
The Riverbank News	Riverbank	CA	95367-2389	1,284
The Union Democrat	Sonora	CA	95370	12,800
Sierra Sun	Truckee	CA	96160	5,700
Turlock Journal	Turlock	CA	95380	3,980
Vacaville Reporter	Vacaville	CA	95688	20,298
The Valley Springs News	Valley Springs	CA	95252	1,000
Woodland Daily Democrat	Woodland	CA	95695	10,352
The San Diego Union-Tribune	San Diego	CA	92108	254,900
Fort Bragg Advocate News	Fort Bragg	CA	95453	5,074
The Dispatch	Gilroy	CA	95021	4,432
Lake County Record Bee	Lakeport	CA	95453	9,134
Morgan Hill Times	Morgan Hill	CA	95038	3,266
Ukiah Daily Journal	Ukiah	CA	95482	7,815
Vallejo Times Herald	Vallejo	CA	94590	22,328
The Willits News	Willits	CA	95490	2,842
Imperial Valley Press	El Centro	CA	92243	11,500
Holtville Tribune	Holtville	CA	92250	3,045
Calexico Chronicle	Holtville	CA	92250	1,287

Imperial Valley Weekly	Holtville	CA	92250	1,250
Daily Record	Canon City	CO	81212	6,100
The Fowler Tribune	Fowler	CO	81039	1,000
La Junta Tribune Democrat	La Junta	CO	81050	3,000
Bent County Democrat	Las Animas	CO	81054	1,500
Akron News-Reporter	Akron	CO	80720-1439	1,450
Brush News-Tribune	Brush	CO	80723	900
Craig Daily Press	Craig	CO	81625	9,200
Estes Park Trail-Gazette	Estes Park	CO	80517	3,900
Fort Morgan Times	Fort Morgan	CO	80701	3,360
The Greeley Tribune	Greeley	CO	80631	21,000
Julesburg Advocate	Julesburg	CO	80737-1520	1,343
Lafayette News	Lafayette	CO	80026-1261	2,000
Daily Times - Call	Longmont	CO	80501	21,500
Louisville Times	Louisville	CO	80027-1854	2,000
(Loveland) Daily Reporter - Herald	Loveland	CO	80537	18,500
Steamboat Pilot	Steamboat Springs	CO	80477-4827	3,500
Steamboat Today	Steamboat Springs	CO	80477-4827	3,500
Journal Advocate	Sterling	CO	80751	4,500
Journal Inquirer	Manchester	CT	6045	45,000
The Chronicle	Willimantic	CT	6226	7,000
The Hour	Norwalk	CT	6855	9,000
Newark Post	Newark	DE	19711	4,000
Sun Newspapers	Charlotte Harbor	FL	33980	8,800
Chiefland Citizen	Chiefland	FL	32644	3,500
Courier Journal	Crescent City	FL	32112	2,700
The Florida Times-Union	Jacksonville	FL	32202	140,000
St. Augustine Record	St. Augustine	FL	32086	21,560
Riverland News	Dunnellon	FL	34432-6035	2,700
Osceola News-Gazette	Kissimmee	FL	34741	40,000
Jackson County Floridan	Marianna	FL	32448	7,307
The Wakulla News	Crawfordville	FL	32327	6,000
Suwannee Democrat	Live Oak	FL	32064	6,350
The Madison Enterprise-Recorder	Madison	FL	32340	3,451
Gadsden County Times	Quincy	FL	32351	6,000
The Polk County Democrat	Bartow	FL	33831	3,500
The Fort Meade Leader	Fort Meade	FL	33841-3303	2,700
Frostproof News	Frostproof	FL	33843-2120	4,000
Lake Placid Journal	Lake Placid	FL	33852-9624	6,000
Lake Wales News	Lake Wales	FL	33853-4128	5,000
Hardee Sun	Venice	FL	34285	3,000
Venice Gondolier Sun	Venice	FL	34285	10,000
The Herald Advocate	Wauchula	FL	33873	4,000
Athens Banner Herald	Athens	GA	30601	22,000
The Post Searchlight	Bainbridge	GA	30525	7,650
Calhoun Times	Calhoun	GA	30703	7,021
The Daily Tribune News	Cartersville	GA	30120	6,600
The Clayton Tribune	Clayton	GA	30525	6,100

The Covington News	Covington	GA	30015	6,000
Forysth County News	Cumming	GA	30040-2405	12,500
Dawson Community News	Dawsonville	GA	30534	4,000
The Eatonton Messenger	Eatonton	GA	31024-1019	4,905
Griffin Daily News	Griffin	GA	30224	8,500
LaGrange Daily News	LaGrange	GA	30240	9,743
Rockmart Journal and Cedartown Std	Rockmart	GA	30153	5,553
Rome News Tribune	Rome	GA	30162	17,271
The Thomaston Times	Thomaston	GA	30286	4,000
The Barrow County News	Winder	GA	30680-2295	7,700
The Augusta Chronicle	Augusta	GA	30901	50,000
North Augusta Today	Augusta	GA	30901	12,000
The News & Farmer	Louisville	GA	30434	4,200
McDuffie Mirror	Thomson	GA	30824	2,400
The Daily Citizen	Dalton	GA	30720	12,250
Walker County & Catoosa County News	Lafayette	GA	30728	6,160
Early County News	Blakely	GA	39823	2,786
The Brunswick News & Advertiser	Brunswick	GA	31521	10,600
The Brunswick News	Brunswick	GA	31521	16,200
The Monroe County Reporter	Forsyth	GA	31029	4,477
The Jones County News	Gray	GA	31032	4,060
Hawkinsville Dispatch & News	Hawkinsville	GA	31036	2,800
The Baldwin Bulletin	Milledgeville	GA	31061	3,248
The Press-Sentinel	Jesup	GA	31545	6,500
The Metter Advertiser	Metter	GA	30439	2,700
The Tattnall Journal	Reidsville	GA	30453	2,487
Savannah Morning News	Savannah	GA	31405	43,000
The Statesboro Herald	Statesboro	GA	30458	8,000
The Sylvania Telephone	Sylvania	GA	30467	4,375
The Cairo Messenger	Cairo	GA	31728	4,973
Butler County Tribune Journal	Allison	IA	50602	1,400
Cascade Pioneer	Cascade	IA	52033	1,475
Clarksville Star	Clarksville	IA	50619	1,150
Dyersville Commerical	Dyersville	IA	52040	3,383
The Grundy Register	Grundy Grove	IA	50638	2,200
The Kalona News	Kalona	IA	52247	2,000
The Lone Tree Reporter	Kalona	IA	52247	1,000
Keota Eagle	Keota	IA	52248	1,000
Sigourney News Review	Sigourney	IA	52591	2,000
The Tipton Conservative and Advertiser	Tipton	IA	52772	4,000
The Washington Evening Journal	Washington	IA	52353	3,820
West Branch Times	West Branch	IA	52358	1,500
What Cheer Paper	What Cheer	IA	50268	1,300
The Hawk Eye	Burlington	IA	52601	21,313
Clinton Herald	Clinton	IA	52733	11,900
Mt. Pleasant News	Mount Pleasant	IA	52641	2,994
The West Liberty Index	West Liberty	IA	52776	1,037
Dallas County News	Adel	IA	50003	1,500

NE Dallas County Record	Adel	IA	50003	1,500
Audubon County Advocate Journal	Audubon	IA	50025	1,940
The Bedford Times-Press	Bedford	IA	50833	1,000
Boone News-Republican	Boone	IA	50036	2,850
Daily Times Herald	Carroll	IA	51401	5,700
Daily Iowegian	Centerville	IA	52544	3,146
Creston News Advertiser	Creston	IA	50801	4,600
Dows Advocate	Dows	IA	50071	1,000
Eagle Grove Eagle	Eagle Grove	IA	50533	1,670
Village Vine	Freemont	IA	52561	500
Calhoun County Advocate	Hampton	IA	50441	1,200
Hampton Chronicle	Hampton	IA	50441	2,930
Pioneer Enterprise	Hampton	IA	50441	700
Journal Express	Knoxville	IA	50138	2,139
Lake City Graphic	Lake City	IA	51449	1,000
New Sharon Sun	New Sharon	IA	50441	950
Newton Daily News	Newton	IA	50208	5,100
Osceola Sentinel-Tribune	Osceola	IA	50213	3,200
Oskaloosa Herald	Oskaloosa	IA	52577	3,200
The Chronicle	Pella	IA	50219	2,139
Sheffield Press	Sheffield	IA	50475	900
The Story City Herald	Story City	IA	50248	1,700
Atlantic News - Telegraph	Atlantic	IA	50022	3,552
Clarinda Herald-Journal	Clarinda	IA	51632	1,200
The Daily Nonpareil	Council Bluffs	IA	51503	17,000
Denison Review	Denison	IA	51442	1,000
Hamburg Reporter	Hamburg	IA	51640	1,244
Harlan News-Advertiser	Harlan	IA	51537	3,000
Logan Herald-Observer	Logan	IA	51546	1,000
Valley News Today	Shenandoah	IA	51601	2,000
The Woodbine Twiner	Woodbine	IA	51579	900
The Fairfield Daily Ledger	Fairfield	IA	52556	3,298
The Ottumwa Courier	Ottumwa	IA	52501	12,500
Fort Madison Daily Democrat	Fort Madison	IA	52627	5,000
Daily Gate City	Keokuk	IA	52627	5,000
The Britt News Tribune	Britt	IA	50423	1,100
CWL Times	Corwith	IA	50430	1,000
Forest City Summit	Forest City	IA	50436	1,750
Garner Leader & Signal	Garner	IA	50438	1,500
Globe Gazette	Mason City	IA	50401	15,200
Mitchell County Press News	Osage	IA	50461	2,550
Chronicle Times	Cherokee	IA	51012	2,579
The Independent/Examiner	Hawarden	IA	51023	1,045
Ida County Courier	Ida Grove	IA	51445	2,842
LeMars Daily Sentinel	LeMars	IA	51031	2,800
Sioux City Journal	Sioux City	IA	51102	45,670
The Daily Reporter	Spencer	IA	51301	3,781
Dickinson County News	Spirit Lake	IA	51360	3,084

Pilot Tribune	Storm Lake	IA	50588	2,786
Sioux County Index-Reporter	Hull	IA	51246	1,029
West Lyon Herald	Inwood	IA	51240	1,031
Lyon County Reporter	Rock Rapids	IA	51246	1,929
Independent Enterprise	Payette	ID	83661	1,700
The Aberdeen Times	Aberdeen	ID	83210	900
Power County Press	American Falls	ID	83211	1,900
The Morning News	Blackfoot	ID	83221	3,980
Teton Valley News	Driggs	ID	83422	1,600
Standard Journal	Rexburg	ID	83440	5,472
The Preston Citizen	Preston	ID	83263	2,288
Coeur d'Alene Press	Coeur d'Alene	ID	83814	21,800
Idaho County Free Press	Grangeville	ID	83530	2,400
Shoshone News-Press	Kellogg	ID	83837	4,200
Priest River Times	Priest River	ID	83856	2,800
Bonner County Daily Bee	Sandpoint	ID	83864	5,200
Bonniers Ferry Herald	Sandpoint	ID	83864	3,551
Effingham Daily News	Effingham	IL	62401	11,500
Jacksonville Journal Courier	Jacksonville	IL	62651	14,925
The Courier	Lincoln	IL	62656	7,003
Paris - Beacon News	Paris	IL	61944	4,700
Shelbyville Daily Union	Shelbyville	IL	62565	2,300
Breeze Courier	Taylorville	IL	62568	6,000
The Northwest Herald	Crystal Lake	IL	60014	32,000
Lake County Journals	Crystal Lake	IL	60014	8,150
The Daily Chronicle	Dekalb	IL	60115	8,300
Kane County Chronicle	Geneva	IL	60134	8,100
The Daily Journal	Kankakee	IL	60901	26,340
La Salle News Tribune	La Salle	IL	61301	19,000
Morris Daily Herald	Morris	IL	60450	7,600
The Regional News	Palos Heights	IL	60463	3,300
Zion Benton News/Bargaineer	Zion	IL	60099	22,000
The Times Record	Aledo	IL	61231	3,451
The Paper	Galesburg	IL	61401	18,268
Geneseo Republic.	Geneseo	IL	61254	5,920
Star-Courier	Kewanee	IL	61443	5,988
The Dispatch/Rock Island Argus	Moline	IL	61265	42,000
Daily Review Atlas	Monmouth	IL	61462	1,537
Oquawka Current	Oquawka	IL	61469	1,000
Sauk Valley Newspaper	Sterling	IL	61081	21,730
Daily Republican-Register	Mount Carmel	IL	62863	3,500
The Evening News	Benton	IL	62812	2,500
The Southern Illinoisan	Carbondale	IL	62901	28,925
The Progress	Christopher	IL	62822	1,000
Du Quoin Evening Call	Du Quoin	IL	62832	3,857
The Daily Register	Harrisburg	IL	62946	6,191
Marion Daily Republican	Marion	IL	62959	3,045
Metropolis Planet	Metropolis	IL	62960	4,872

Murphysboro American	Murphysboro	IL	62966	1,841
The Gallatin Democrat	Shawneetown	IL	62984	2,239
The Daily American	West Frankfort	IL	62896	3,045
The Daily Ledger	Canton	IL	61520	5,582
The Blade	Fairbury	IL	61739	2,139
(Pekin) Daily Times	Pekin	IL	61555	7,500
Chillicothe Times-Bulletin	Peoria	IL	61612	5,000
East Peoria Times-Courier	Peoria	IL	61612	5,000
Morton Times-News	Peoria	IL	61612	5,000
Washington Times-Reporter	Peoria	IL	61612	7,666
Woodford Times	Peoria	IL	61612	5,381
Daily Leader	Pontiac	IL	61764	4,466
Macomb Journal	Macomb	IL	61455	4,179
The Rushville Times	Rushville	IL	62681	3,045
The Journal-Standard	Freeport	IL	61032	14,209
Rock Valley Publishing	Loves Park	IL	61111	1,600
Elmhurst Independent	Machesney Park	IL	61115	6,400
Rockford Register Star	Rockford	IL	61104	46,750
The Telegraph	Alton	IL	62002	22,200
Randolph County Herald-Tribune	Chester	IL	62233	2,487
The Journal News	Hillsboro	IL	62049	5,900
Salem Times Commoner	Salem	IL	62881	4,060
Leader-Union	Vandalia	IL	62471	5,176
The Clay County Advocate-Press	Flora	IL	62839	2,139
Newton Press-Mentor	Newton	IL	62448	2,239
Olney Daily Mail	Olney	IL	62450	3,675
The LaPorte Herald Argus	LaPorte	IN	46350	13,930
The Herald Tribune	Batesville	IN	47006	3,150
Journal Press	Lawrenceburg	IN	47025	5,350
The Versailles Republican	Versailles	IN	47042	4,567
Boonville Standard	Boonville	IN	47601	4,060
Princeton Daily Clarion	Princeton	IN	47670	6,544
The Post & Mail	Columbia City	IN	46725	3,500
Decatur Daily Democrat	Decatur	IN	46733	5,650
The News-Sun	Kendallville	IN	46755	19,300
The Commercial Review	Portland	IN	47371	4,480
The Bedford Times Mail	Bedford	IN	47421	11,300
The Herald Times	Bloomington	IN	47401	23,600
Banner - Graphic	Greencastle	IN	46135	5,572
Greensburg Daily News	Greensburg	IN	47240	5,200
The Hope Star-Journal	Hope	IN	47246	1,000
The Lebanon Reporter	Lebanon	IN	46052	5,100
The Reporter-Times	Martinsville	IN	46151	5,500
The Mooresville/Decatur Times	Mooresville	IN	46158	5,000
The Rushville Republican	Rushville	IN	46173	3,050
The News-Gazette	Winchester	IN	47394	3,146
Springs Valley Herald	French Lick	IN	47432	2,842
The Madison Courier	Madison	IN	47250	8,600

North Vernon Plain Dealer	North Vernon	IN	47265	6,169
Paoli Republican	Paoli	IN	47454	2,800
The Tribune	Seymour	IN	47274	8,000
The Bremen Enquirer	Bremen	IN	46506	800
The Culver Citizen	Culver	IN	46511	500
The Leader	Knox	IN	46534	430
Nappanee Advance News	Nappanee	IN	46550	500
Pilot News	Plymouth	IN	46563	5,870
Bourbon News-Mirror	Plymouth	IN	46563	900
The Rochester Sentinel	Rochester	IN	46975	4,100
Brazil Times	Brazil	IN	47834	4,179
The Daily World	Linton	IN	47441	5,582
The Shoals News	Shoals	IN	47581	2,438
The Washington Times-Herald	Washington	IN	47501	7,000
Baxter Springs News	Baxter Springs	KS	66713	1,600
The Chanute Tribune	Chanute	KS	66720	3,880
The Columbus Advocate	Columbus	KS	66725	2,200
Parsons Sun	Parsons	KS	67357-0836	4,800
Pittsburg Morning Sun	Pittsburgh	KS	66762	8,000
Atchison Daily Globe	Atchison	KS	66002	3,800
Journal-World	Lawrence	KS	66044	21,000
Louisburg Herald	Louisburg	KS	66053-5300	1,700
Osawatomie Graphic	Osawatomie	KS	66064-1420	1,975
The Ottawa Herald	Ottawa	KS	66067	5,587
Johnson County Sun	Overland Park	KS	66211	27,000
Wednesday Sun	Overland Park	KS	66211	20,000
The Miami County Republic	Paola	KS	66071	3,550
The Shawnee Dispatch	Shawnee	KS	66203	21,000
The Belleville Telescope	Belleville	KS	66935	2,500
Hiawatha World	Hiawatha	KS	66434	2,500
The Holton Recorder	Holton	KS	66436	3,700
The Daily Union	Junction City	KS	66441	4,400
The Oskaloosa Independent	Oskaloosa	KS	66066	2,338
Topeka Capital Journal	Topeka	KS	66607	37,000
The Vindicator	Valley Falls	KS	66088	2,740
Augusta Daily Gazette	Augusta	KS	67010	2,288
The El Dorado Times	El Dorado	KS	67042	3,482
Ellsworth County Independent/Reporter	Ellsworth	KS	67439	2,500
The Eureka Herald	Eureka	KS	67045	2,040
The Goodland Daily News	Goodland	KS	67735	1,950
The Hays Daily News	Hays	KS	67601	10,400
The Herington Times	Herington	KS	67449	2,089
The High Plains Daily Leader & Times	Liberal	KS	67901	5,000
McPherson Sentinel	McPherson	KS	67460	4,577
The Norton Telegram	Norton	KS	67654	1,900
Bird City Times	Oberlin	KS	67749	551
Colby Free Press	Oberlin	KS	67749	1,950
The Oberlin Herald	Oberlin	KS	67749-2243	1,850

The St. Francis Herald	Oberlin	KS	67749	1,250
The Pratt Tribune	Pratt	KS	67124	2,040
The Salina Journal	Salina	KS	67401	30,000
Stockton Sentinel	Stockton	KS	67669	1,443
Wellington Daily News	Wellington	KS	67152	2,600
Daily News	Bowling Green	KY	42101	19,100
Edmonson News	Brownsville	KY	42210	4,079
Greenup County News-Times	Greenup	KY	41144	2,537
Appalachian News Express	Pikeville	KY	41501	6,766
The Floyd County Times	Prestonsburg	KY	41653	6,574
The Falmouth Outlook	Falmouth	KY	41040	4,060
Union County Advocate	Morganfield	KY	42437	4,000
The Daily News	Middlesboro	KY	40965	6,597
The McCreary County Record	Whitley City	KY	42653	3,645
Times - Tribune	Corbin	KY	40701	8,119
The Advocate Messenger	Danville	KY	40422	9,000
The State Journal	Frankfort	KY	40601	9,000
Georgetown News Graphic	Georgetown	KY	40324	4,200
Hazard Herald	Hazard	KY	41701	5,300
Casey County News	Liberty	KY	42539	4,776
The Sentinel-Echo	London	KY	40741	7,960
The Wayne County Outlook	Monticello	KY	42633	6,089
The Jessamine Journal	Nicholasville	KY	40356-1156	7,263
The Winchester Sun	Winchester	KY	40392	5,800
Kentucky Standard	Bardstown	KY	40004-1416	9,700
Grayson Co. News - Gazette	Leitchfield	KY	42754	3,000
Henry County Local	New Castle	KY	40050	4,975
The Pioneer News	Shepherdsville	KY	40165	7,000
Taylorsville Spencer Magnet	Taylorsville	KY	40071	3,654
The Cadiz Record	Cadiz	KY	42211	4,060
Kentucky New Era	Hopkinsville	KY	42240	10,500
Fort Campbell Courier	Hopkinsville	KY	42240	18,000
The Eagle Post	Oak Grove	KY	42262	5,400
News Democrat & Leader	Russellville	KY	42276	3,000
The Tribune Courier	Benton	KY	42025	4,700
Lyon County Herald-Ledger	Eddyville	KY	42038	2,040
The Fulton Leader	Fulton	KY	42041	1,800
The Times - Leader	Princeton	KY	42445	5,100
Leesville News Leader	Leesville	LA	71446	3,500
Ascension Citizen	Gonzales	LA	70737	7,164
Beauregard Daily News	DeRidder	LA	70634	3,500
Southwest Daily News	Sulphur	LA	70663	4,000
Bastrop Daily Enterprise	Bastrop	LA	71220	4,567
The Jena - Times	Jena	LA	71342	4,975
The Plaquemines Watchman	Belle Chasse	LA	70037	5,700
Daily News	Bogalusa	LA	70427	3,383
St. Tammany News	Covington	LA	70433	9,950
L'Observateur	La Place	LA	70068	5,100

Bossier Press-Tribune	Bossier City	LA	71111	4,770
Minden Press-Herald	Minden	LA	71055	5,074
North Adams Transcript	North Adams	MA	1247	8,627
The Lynnfield Villager	North Reading	MA	1864	1,600
North Reading Transcript	North Reading	MA	1864	4,500
The Sun Chronicle	Attleboro	MA	2703	25,372
The Recorder	Greenfield	MA	1301	15,422
The Capital	Annapolis	MD	21401	30,845
The Record-Observer	Centreville	MD	21617-1006	3,349
Kent County News	Chestertown	MD	21620-1517	7,000
The Times Record	Denton	MD	21629-1036	3,349
The Star Democrat	Easton	MD	21601	19,791
Cecil Whig	Elkton	MD	21921	15,000
The Avenue News	Essex	MD	21221	25,000
The Bay Times	Stevensville	MD	21666	5,074
Carroll County Times	Westminster	MD	21158	24,000
Dorchester Star	Cambridge	MD	21613	10,000
The Frederick News-Post	Frederick	MD	21703	37,000
Bangor Daily News	Bangor	ME	4401	56,000
Kennebec Journal & Morning Sentinel	Augusta	ME	4330	29,500
Sun Journal	Lewiston	ME	4243	36,500
Portland Press Herald	Portland	ME	4101	57,548
Livingston County Daily Press and Argus	Howell	MI	48843	15,500
Lapeer County Press	Lapeer	MI	48446	9,600
Canton Observer	Livonia	MI	48150	8,000
Garden City Observer	Livonia	MI	48150	8,000
Livonia Observer	Livonia	MI	48150	8,000
Plymouth Observer	Livonia	MI	48150	5,600
Rochester Eccentric	Livonia	MI	48150	8,000
Westland Observer	Livonia	MI	48150	5,600
Milford Times	Milford	MI	48381	5,074
Northville Record	Northville	MI	48167	5,074
Novi News	Northville	MI	48167	4,872
South Lyon Herald	South Lyon	MI	48178	5,785
Ypsilanti Courier	Ypsilanti	MI	48197	2,537
(The Ironwood) Daily Globe	Ironwood	MI	49938	6,300
Tuscola County Advertiser	Caro	MI	48723	6,467
The Daily Reporter	Coldwater	MI	49036	5,937
Oceana's Herald Journal	Hart	MI	49420	6,800
The Holland Sentinel	Holland	MI	49423	17,000
Sentinel-Standard	Ionia	MI	48846	3,146
Ludington Daily News	Ludington	MI	49341-0340	9,500
Sturgis Journal	Sturgis	MI	49091	6,800
Three Rivers Commerical News	Three Rivers	MI	49093	3,552
White Lake Beacon	Whitehall	MI	49461	4,600
The Zeeland Record	Zeeland	MI	49464	1,542
The Hillsdale Daily News	Hillsdale	MI	49242	6,500
The Munising News	Munising	MI	49862	1,900

The Tecumseh Herald	Tecumseh	MI	49286	4,800
Big Rapids Pioneer	Big Rapids	MI	49307	6,000
Cadillac News	Cadillac	MI	49601	7,500
Cheboygan Daily Tribune	Cheboygan	MI	49721	4,364
Manistee News Advocate	Manistee	MI	49660	5,000
Onaway Outlook	Rogers City	MI	49779	1,900
Presque Isle County Advance	Rogers City	MI	49779	3,800
The Evening News	Sault Ste. Marie	MI	49783	7,612
The Pine Journal	Cloquet	MN	55720	3,300
The Pine Knot	Cloquet	MN	55720	1,450
Herald Review	Grand Rapids	MN	55744-0220	7,624
The Daily Tribune	Hibbing	MN	55746	6,597
The Mesabi Daily News	Virginia	MN	55792	9,642
Farmers Independent	Bagley	MN	56621	2,040
The Baudette Region	Baudette	MN	56623	1,393
Crookston Daily Times	Crookston	MN	56716	2,040
Thief River Falls Times	Thief River Falls	MN	56701	4,477
Winona Daily News	Winona	MN	55987	9,000
Sleepy Eye Herald - Dispatch	Sleepy Eye	MN	56085	2,000
St. James Plaindealer	St. James	MN	56081	2,338
Aitkin Independent Age	Aitkin	MN	56431	4,350
Brainerd Daily Dispatch	Brainerd	MN	56401	13,803
Canby News	Canby	MN	56220	1,642
Independent News Herald	Clarissa	MN	56440	2,000
Tri-County News	Cottonwood	MN	56229	1,343
Grant County Herald	Elbow Lake	MN	56531	1,600
Faribault Daily News	Faribault	MN	55021	6,467
Granite Falls Advocate-Tribune	Granite Falls	MN	56241	2,689
Mille Lacs Messenger	Isle	MN	56342	4,450
Montevideo American News	Montevideo	MN	56265	3,654
Montgomery Messenger	Montgomery	MN	56069	1,900
The New Prague Times	New Prague	MN	56071	4,250
Owatonna People's Press	Owatonna	MN	55060	6,467
The Paynesville Press	Paynesville	MN	56362	2,040
The Redwood Falls Gazette	Redwood Falls	MN	56283	3,958
St. Peter Herald	St. Peter	MN	56082	2,322
Staples World	Staples	MN	56479	2,100
Waseca County News	Waseca	MN	56093	3,371
Westbrook Sentinel/Tribune	Westbrook	MN	56183	1,339
Post-Bulletin	Rochester	MN	55903	47,700
Boonville Daily News	Boonville	MO	65233	2,537
The Fulton Sun	Fulton	MO	65251	4,770
Mexico Ledger	Mexico	MO	65265	5,500
Evening Democrat	Moberly	MO	65270	3,000
Moberly Monitor - Index	Moberly	MO	65270	2,970
The Carthage Press	Carthage	MO	64836	2,400
Neosho Daily News	Neosho	MO	64850	4,466
The Concordian	Concordia	MO	64020	2,835

Liberty Tribune	Gladstone	MO	64188	10,500
The Examiner	Independence	MO	64050	10,000
The Kearney Courier	Kearney	MO	64060	3,000
The Sedalia Democrat	Sedalia	MO	65301	13,104
The Smithville Lake Herald	Smithvilel	MO	64089-8176	2,350
The Daily Star-Journal	Warrensburg	MO	64093	5,304
Kirksville Daily Express	Kirksville	MO	63501	6,368
The North Stoddard Countian	Bloomfield	MO	63841	1,600
Democrat-Argus	Caruthersville	MO	63830	2,040
The Daily Statesman	Dexter	MO	63841	2,900
The Daily Dunklin Democrat	Kennett	MO	63857	3,200
Delta News Citizen	Malden	MO	63863	2,400
The Banner Press	Marble Hill	MO	63764-8316	3,200
The Weekly Record	New Madrid	MO	63869	1,045
Perry County Republc-Monitor	Perrysville	MO	63775	5,400
Missourian-News	Portageville	MO	63873	1,200
The Steele Enterprise	Steele	MO	63877	1,542
The Edina Sentinel	Edina	MO	63537-1350	1,741
Hannibal Courier-Post	Hannibal	Mo	63401	8,457
The Media	Kahoka	MO	63445-1637	2,100
Palmyra Spectator	Palmyra	MO	63461	2,842
Aurora Advertiser	Aurora	MO	65605-1516	3,045
Bolivar Herald -Free Press	Bolivar	MO	65613-0330	5,500
Buffalo Reflex	Buffalo	MO	65622	5,950
Lake Sun Leader	Camdenton	MO	65020	4,975
The Index	Hermitage	MO	65668	4,427
The Lebanon Daily Record	Lebanon	MO	65536	5,772
The Marshfield Mall	Marshfield	MO	65706	5,100
The Monett Times	Monett	MO	65708	4,100
Christian County Headliner	Ozark	MO	65721	5,300
Republic Monitor	Republic	MO	65738	2,750
South County Mail	Rogersville	MO	65742	1,625
Rolla Daily News	Rolla	MO	65401	6,300
Cedar County Republican	Stockton	MO	65785	3,700
South Missourian-News	Thayer	MO	65791	1,600
West Plains Daily Quill	West Plains	MO	65775	7,600
Gladstone Dispatch	Liberty	MO	64507	18,000
Maryville Daily Forum	Maryville	MO	64468	2,600
St. Joseph News-Press	St. Joseph	MO	64501	30,000
Warren County Record	Warrenton	MO	63383-2003	3,775
Washington Missourian	Washington	MO	63090	16,525
New Albany Gazette	New Albany	MS	38652-3310	4,200
Starkville Daily News	Starkville	MS	39759	5,970
Daily Times Leader	West Point	MS	39773	3,980
Bolivar Commerical	Cleveland	MS	38732	6,000
The Daily Star	Grenada	MS	38901	5,671
Laurel Leader-Call	Laurel	MS	39440	9,134
Rankin County News	Brandon	MS	39042	8,119

The Meteor	Crystal Springs	MS	39059-2516	2,600
Copiah County Courier	Hazelhurst	MS	39083-3037	3,045
The Star-Herald	Kosciusko	MS	39090	5,074
Lawrence County Press	Monticello	MS	39654	1,300
Spirit of Morton	Morton	MS	39117	1,045
The Tylertown Times	Tylertown	MS	39667	2,250
Vicksburg Post	Vicksburg	MS	39180	14,500
Panola Partnership	Batesville	MS	38606-2311	2,000
The Panolian	Batesville	MS	38606-2311	4,500
The South Reporter	Holly Springs	MS	38635	5,200
The Oxford Eagle	Oxford	MS	38655	5,582
The Democrat	Senatobia	MS	38668-0369	4,500
The Meridian Star	Meridan	MS	39302	14,000
The Big Timber Pioneer	Big Timber	MT	59011	1,400
Billings Gazette	Billings	MT	59107	43,000
Stillwater County News	Columbus	MT	59019	1,841
The Independent Press	Forsyth	MT	59327	1,343
Big Horn County New	Hardin	MT	59034	1,741
The Livingston Enterprise	Livingston	MT	59047	3,259
Miles City Star	Miles City	MT	59301	3,408
Carbon County News	Red Lodge	MT	59068	2,288
Dillon Tribune Examiner	Dillon	MT	59725	2,438
Ranger Review	Glendive	MT	59330	3,060
The Journal News-Opinion	Chinook	MT	59523	1,500
Cut Bank Pioneer	Cut Bank	MT	59427	1,200
Havre Daily News	Havre	MT	59501	4,263
Lewistown News-Argus	Lewistown	MT	59457	3,333
Shelby Promoter	Shelby	MT	59474	1,800
The Valierian	Valier	MT	59486	300
The Independent Record Editorial	Helena	MT	59601	14,716
Daily Inter Lake	Kalispel	MT	59901	17,609
The Western News	Libby	MT	59923-1937	3,248
Clay County Progress	Hayesville	NC	28904	4,000
The Stanly News & Press	Albemarle	NC	28001	9,000
The Gaston Gazette	Gastonia	NC	28056	25,000
Independent Tribune	Kannapolis	NC	28083	14,000
News-Topic	Lenoir	NC	28645	8,800
The Home News	Marshville	NC	28103	1,800
The Enquirer-Journal	Monroe	NC	28112	7,400
The News Herald	Morganton	NC	28655	11,400
The Observer-News-Enterprise	Newton	NC	28658	2,000
Richmond County Daily Journal	Rockingham	NC	28379	9,751
Shelby Star	Shelby	NC	28150	12,000
Statesville Record & Landmark	Statesville	NC	28677	16,000
The Taylorsville Times	Taylorsville	NC	28681	6,300
Cherokee Scout	Murphy	NC	28906	5,000
The Laurinburg Exchange	Laurinburg	NC	28352	4,700
The Robesonian	Lumberton	NC	28358	13,000

The Randolph Guide	Asheboro	NC	27203	2,500
Times-News	Burlington	NC	27215	27,352
The Clemmons Courier	Clemmons	NC	27012	3,600
The High Point Enterprise	High Point	NC	27262	21,800
Davie County Enterprise-Record	Mocksville	NC	27028	7,000
The Stokes News	Mount Airy	NC	27030	6,169
Mt. Airy News	Mt. Airy	NC	27030	10,961
The Daily News	Jacksonville	NC	28541	20,646
Kinston Free Press	Kinston	NC	28501	11,641
Weekly Gazette	LaGrange	NC	28551	1,492
The Sun Journal	New Bern	NC	28563	16,119
The Roanoke Beacon	Plymouth	NC	27962	4,000
The Daily Courier	Forest City	NC	28043	8,000
The Franklin Press	Franklin	NC	28734	8,600
The Highlander	Highlands	NC	28741	2,800
The McDowell New	Marion	NC	28752	7,200
Graham Star	Robbinsville	NC	28771	4,000
Roanoke-Chowan News Herald	Ahoskie	NC	27910	10,352
The Sampson Independent	Clinton	NC	28328	7,000
The Daily Record	Dunn	NC	28335	9,500
The Herald Sun	Durham	NC	27705	27,000
Wayne-Wilson News Leader	Fremont	NC	27830	1,600
Holly Springs Sun	Fuquay Varina	NC	27526	8,800
Cleveland Post	Garner	NC	27529	6,500
The Daily Dispatch	Henderson	NC	27536	8,000
Mount Olive Tribune	Mount Olive	NC	28365	3,600
The Nashville Graphic	Nashville	NC	27856	3,482
Princeton News-Leader	Princeton	NC	27569	1,600
The Courier-Times	Roxboro	NC	27573	7,800
The Sanford Herald	Sanford	NC	27330	9,000
The Pilot	Southern Pines	NC	28387	16,915
Spring Hope Enterprise	Spring Hope	NC	27882	2,537
The Daily Southerner	Tarboro	NC	27886	4,060
The Wilson Times	Wilson	NC	27893	16,238
The Pender Chronicle	Burgaw	NC	28425	2,400
The News Reporter	Whiteville	NC	28472-4023	11,164
Devils Lake Journal	Devils Lake	ND	58301	3,400
Richland County News - Monitor	Hankinson	ND	58041	1,400
Valley City Times-Record	Valley City	ND	58072	2,650
The Daily News	Wahpeton	ND	58074	2,945
Beulah Beacon	Beulah	ND	58523-6613	863
Center Republican	Garrison	ND	58540	866
McClean Couty Independent	Garrison	ND	58540	866
McClusky Gazette	Garrison	ND	58540	866
The Leader-News	Garrison	ND	58540	866
Underwood News	Garrison	ND	58540	866
Hazen Star	Hazen	ND	58545-7034	866
New Town News	New Town	ND	58763-4000	866

Mountrail County Record	Parshall	ND	58770	866
Mountrail County Promoter	Stanley	ND	58784-4003	866
McLean County Journal	Turtle Lake	ND	58575	866
Velva Voice	Velva	ND	58790	866
Star Herald	Scottsbluff	NE	69361	15,300
The Chadron Record	Chadron	NE	69337	2,000
Sun - Telegraph	Sidney	NE	69162	2,740
Beatrice Daily Sun	Breatrice	NE	68310	6,000
Custer County Chief	Broken Bow	NE	68822-2019	3,781
Fairbury Journal-News	Fairbury	NE	68352	3,500
Gothenburg Times	Gothenburg	NE	69138	2,338
Grand Island Independent	Grand Island	NE	68801	20,000
Journal - Register	Hebron	NE	68370	1,700
Kearney Hub	Kearney	NE	68848	13,000
Lexington Clipper-Herald	Lexington	NE	68850	2,985
McCook Daily Gazette	McCook	NE	69001	5,000
The Minden Courier	Minden	NE	68959	2,239
The Ord Quiz	Ord	NE	68862-1752	2,388
Waverly News	Waverly	NE	68462	2,119
North Platte Telegraph	North Platte	NE	69103	12,500
Ashland Gazette	Ashland	NE	68003	3,000
Columbus Telegram	Columbus	NE	68601	10,000
Banner Press	David City	NE	68632	2,300
Fremont Tribune	Fremont	NE	68025	7,900
Nebraska City News-Press	Nebraska City	NE	68410	2,164
Bellevue Leader	Papillion	NE	68046-2435	1,773
Gretna Breeze	Papillion	NE	68046-2435	3,600
PapillionTimes	Papillion	NE	68046-2435	3,600
Ralston Recorder	Papillion	NE	68046-2435	1,773
The Schuyler Sun	Schuyler	NE	68661-1914	2,189
Syracuse Journal-Democrat	Syracuse	NE	68446	2,200
Wahoo Newspaper	Wahoo	NE	68066	3,000
Nebraska Journal Leader	Ponca	NE	68770-0545	1,045
The Telegraph	Hudson	NH	3051	20,000
Laconia Citizen	Laconia	NH	3246	7,500
Eagle Times	Claremont	NH	3743	7,900
New Jersey Herald	Newton	NJ	7860	13,000
The Albuquerque Journal	Albuquerque	NM	87109	102,000
Sangre De Cristo Chronicle	Angel Fire	NM	87710	2,800
Valencia County News-Bulletin	Belen	NM	87002-2619	23,000
The Gallup Independent	Gallup	NM	87301	22,000
Hobbs News Sun	Hobbs	NM	88240	10,656
Los Alamos Monitor	Las Alamos	NM	87544	5,582
Las Vegas Optic	Las Vegas	NM	87701	5,074
The Lovington Daily Leader	Lovington	NM	88260	2,040
Roswell Daily Record	Roswell	NM	88201	10,940
El Defensor Chieftain	Socorro	NM	87801	3,500
Clovis News Journal	Clovis	NM	88101	5,600

Portales News Tribune	Portales	NM	88130	3,200
Quay County Sun	Tucumcari	NM	88401	3,200
Mineral County Independent News	Hawthorne	NV	89145	1,500
Pahrump Valley Times	Pahrump	NV	89048	7,960
Tonopah Times-Bonanza/Goldfield News	Tonopah	NV	89049	1,542
The Battle Mountain Bugle	Battle Mountain	NV	89820	3,000
Nevada Appeal	Carson City	NV	89702	10,050
Lahontan Valley News	Fallon	NV	89406	3,150
The Record Courier	Gardnerville	NV	89410	5,000
North Lake Tahoe Bonanza	Incline Village	NV	89452	3,900
The Humboldt Sun	Winnemucca	NV	89445	3,576
Ely Times	Ely	NV	89315	3,045
Catskill Daily Mail	Catskill	NY	12414	6,500
Hudson Register-Star	Hudson	NY	12534	6,000
Lockport Journal	Lockport	NY	14094	9,000
The Journal Register	Medina	NY	14103	2,000
Niagara Gazette Sunday	Niagara Falls	NY	14302-0549	15,000
Tonawanda News	North Tonawanda	NY	14120	5,000
Press-Republican	Plattsburgh	NY	12901	20,000
Sullivan County Democrat	Callicoon	NY	12723	7,000
Southern Dutchess News	Wappingers Falls	NY	12590-2504	8,310
Genesee Country Express	Dansville	NY	14437	2,537
The Chronicle-Express	Penn Yan	NY	14527	3,857
The Palladium Times	Oswego	NY	13126	6,322
The Evening Telegram	Herkimer	NY	13350	4,000
The Evening Times	Little Falls	NY	13365	2,500
The Daily Star	Oneonta	NY	13820	15,922
Cooperstown Crier	Oneonta	NY	13820	1,811
Watertown Daily Times	Watertown	NY	13601	23,800
The Athens Messenger	Athens	OH	45701	11,729
Vinton County Courier	Athens	OH	45701	2,500
The Jackson County Times-Journal	Jackson	OH	45640	6,000
Clermont Sun	Batavia	OH	45103	1,542
Georgetown News Democrat	Georgetown	OH	45121	3,460
Hillsboro Times Gazette	Hillsboro	OH	45133	3,637
People's Defender	West Union	OH	45693	6,800
Wilmington News Journal	Wilmington	OH	45177	6,400
The Subarbanite	Akron	OH	44312	33,800
Review	Alliance	OH	44601	12,000
Ashland Times-Gazette	Ashland	OH	44805	14,209
Star Beacon	Ashtabula	OH	44004	16,200
Gazette Publishing Company	Bellevue	OH	44811	4,400
The Chronicle Telegram	Elyria	OH	44035	25,372
The Independent	Massillon	OH	44647	13,700
The Medina County Gazette	Medina	OH	44256	16,238
The Holmes County Hub	Millersburg	OH	44654	2,338
Norwalk Reflector	Norwalk	OH	44857	9,743
Sandusky Register	Sandusky	OH	44870	24,358

Daily Record	Wooster	OH	44691	22,328
Ada Herald	Ada	OH	45810	1,700
The Herald	Circleville	OH	43113	6,500
The Delaware Gazette	Delaware	OH	43015	8,119
The Galion Inquirer	Galion	OH	44833	3,045
Logan Daily News	Logan	OH	43138	5,000
Madison Press	London	OH	43140	5,074
Marysville Journal -Tribune	Marysville	OH	43040	6,000
Richwood Gazette	Marysville	OH	43040	2,000
The Mount Gilead Weeklies	Mount Gilead	OH	43338	8,221
Perry County Tribune	New Lexington	OH	43764	4,000
Record Herald	Washington Court House	OH	43160	5,068
The News Watchman	Waverly	OH	45690	4,300
The Register-Herald	Eaton	OH	45320	6,700
The Daily Advocate	Greenville	OH	45331	6,500
Piqua Daily Call	Piqua	OH	45356	6,300
The Sidney Daily News	Sidney	OH	45365	12,937
Troy Daily News	Troy	OH	45373	10,000
Urbana Daily Citizen	Urbana	OH	43078	6,400
Beavercreek News Current	Xenia	OH	45385	2,785
Fairborn Daily Herald	Xenia	OH	45385	1,450
The Xenia Daily Gazette	Xenia	OH	45385	4,150
Putnam County Sentinel	Van Wert	OH	45891	5,500
Times-Bulletin	Van Wert	OH	45891	5,000
The Daily Herald	Delphos	OH	45833	3,400
Wapakoneta Daily News	Wapakoneta	OH	45895-0389	3,000
The Bryan Times	Bryan	OH	43506	10,547
Mohawk Leader	Carey	OH	43316	1,681
The Progressor Times	Carey	OH	43316	2,000
Crescent-News	Defiance	OH	43512	18,000
Northwest Signal	Napoleon	OH	43545	4,567
Fulton County Expositor	Wauseon	OH	43567	4,750
Guymon Daily Herald	Guymon	OK	73942	2,537
Poteau Daily News	Poteau	OK	74953	5,000
Eastern Times Register	Roland	OK	74954	1,500
Vian Tenkiller News	Vian	OK	74962	3,000
The American	Fairland	OK	74343	1,700
Miami News-Record	Miami	OK	74355	4,200
Blackwell Journal Tribune	Blackwell	OK	74631	2,000
Express-Star	Chickasha	OK	73018	5,785
The Edmond Sun	Edmond	OK	73034	4,200
Elk City Daily News	Elk City	OK	73644	5,000
Guthrie News Leader	Guthrie	OK	73044	2,400
Mustang Times	Mustang	OK	73064	8,000
Pauls Valley Daily Democrat	Pauls Valley	OK	73075	4,060
The Perkins Journal	Perkins	OK	74059	3,451
Shawnee News-Star	Shawnee	OK	74801	10,352
Woodward News	Woodward	OK	73801	4,975

The Daily Ardmoreite	Ardmore	OK	73401	8,900
Durant Daily Democrat	Durant	OK	74702-0250	6,800
McCurtain Daily Gazette	Idabel	OK	74745	7,450
Bartlesville Examiner-Enterprise	Bartlesville	OK	74006	10,447
McIntosh County Democrat	Checotah	OK	74426	1,900
Daily Progress	Claremore	OK	74018	7,104
Cleveland American	Cleveland	OK	74020	2,537
Indian Journal	Eufaula	OK	74432	2,500
Fort Gibson Times	Fort Gibson	OK	74434	1,045
The Grove Sun	Grove	OK	74344	2,800
Delaware County Journal	Jay	OK	74346	2,000
The Nowata Star	Nowata	OK	74048	2,500
The Daily Times	Pryor	OK	74361	3,200
Stilwell Democrat Journal	Stilwell	OK	74960-3028	4,500
Tahlequah Daily Press	Tahlequah	OK	74464	5,472
Vinita Daily Journal	Vinita	OK	74301-0328	3,000
Westville Reporter	Westville	OK	74965	1,589
Altus Times	Altus	OK	73522	4,000
The Duncan Banner	Duncan	OK	73534	6,500
Frederick Leader	Frederick	OK	73542	1,045
Blue Mountain Eagle	John Day	OR	97845	3,045
The News Review	Roseburg	OR	97470	18,905
Curry Coastal Pilot	Brookings	OR	97415	7,000
Herald & News	Klamath Falls	OR	97601	17,253
Ashland Daily Tidings	Medford	OR	97501	3,000
Mail Tribune	Medford	OR	97501	21,650
Baker City Herald	Baker City	OR	97814	3,300
Burns Times-Herald	Burns	OR	97720	3,045
Hood River News	Hood River	OR	97031	5,074
Keizertimes	Keizer	OR	97307	3,248
The Observer	La Grande	OR	97850	6,400
The Madras Pioneer	Madras	OR	97741	4,179
The Graphic	Newberg	OR	97132	4,060
Central Oregonian	Prineville	OR	97754	4,428
The Dalles Daily Chronicle	The Dalles	OR	97058	4,800
Wallowa County Chieftain	Enterprise	OR	97828	2,842
The Hermiston Herald	Hermiston	OR	97838	3,880
East Oregonian	Pendleton	OR	97801	9,134
The Kane Republican	Kane	PA	16735	2,040
Corry Evening Journal	Corry	PA	16407	3,755
The Sentinel	Carlisle	PA	17013	16,847
Valley Times-Star	Newville	PA	17241	3,349
The News-Chronicle	Shippensburg	PA	17257-9777	4,770
Bedford Gazette	Bedford	PA	15522	9,421
The Daily News	Huntingdon	PA	16652	10,000
The Spirit	Punxsutawney	PA	15767-0444	5,200
The Ridgway Record	Ridgway	PA	15853	3,146
The Daily Press	St. Marys	PA	15857	4,973

The Daily Herald	Tyrone	PA	16686	2,000
East Penn Press	Allentown	PA	18104-1805	6,500
Northwestern Press	Allentown	PA	18104-1805	4,000
Parkland Press	Allentown	PA	18104-1805	5,000
Whitehall-Coplay Press	Allentown	PA	18104-1805	5,000
The Valley Voice	Hellertown	PA	18055	1,443
The Latrobe Bulletin	Latrobe	PA	15650	7,510
Derrick Publishing Co.	Oil City	PA	16301	23,880
Trib Total Media	Pittsburgh	PA	15212	226,500
Observer-Reporter	Washington	PA	15301	36,500
The Echo-Pilot	Greencastle	PA	17225	2,537
The Record Herald	Waynesboro	PA	17268	9,642
Press Enterprise	Bloomsburg	PA	17815	23,850
Hazleton Standard-Speaker	Hazleton	PA	18201-6098	21,000
The Wayne Independent	Honesdale	PA	18431	4,060
Salisbury Press	Lehighton	PA	18235	4,000
Times News	Lehighton	PA	18235	16,500
Lewisburg Daily Journal	Milton	PA	17847	1,000
The Standard Journal	Milton	PA	17847	2,600
(The Susquehanna County) Independent	Montrose	PA	18801	3,755
Republican-Herald/The News Item	Pottsville	PA	17901	40,000
Morning Times	Sayre	PA	18840	6,100
The Scranton Times	Scranton	PA	18505	51,000
The Pocono Record	Stroudsburg	PA	18360	20,805
The Daily Item	Sunbury	PA	17801	23,000
The Daily Review	Towanda	PA	18848	9,540
The New Age-Examiner	Tunkhannock	PA	18657	5,886
The Citizens' Voice	Wilkes-Barre	PA	18711	33,000
Rocket-Courier	Wyalusing	PA	18853	4,060
Cranston Herald	Warwick	RI	2889	4,060
Warwick Beacon	Warwick	RI	2889	8,500
The Westerly Sun	Westerly	RI	2891	10,149
The People-Sentinel	Barnwell	SC	29812	6,000
The Citizen News	Edgefield	SC	29824	1,900
The Weekly Observer	Henningway	SC	29554	2,040
The Lancaster News	Lancaster	SC	29720-2174	13,930
The Newberry Observer & Herald & News	Newberry	SC	29108	5,000
The Times and Democrat	Orangeburg	SC	29116	16,089
Clarendon Sun	Sumter	SC	29150	10,000
The Herald Independent	Winnsboro	SC	29180-1118	3,000
Marlboro Herald - Advocate	Bennettsville	SC	29512	7,104
Morning News	Florence	SC	29501	23,000
The Messenger	Hartsville	SC	29550	3,550
The Messenger	Hartsville	SC	29550	3,550
Lake City News & Post	Lake City	SC	29560	1,371
Marion Star & Mullins Enterprise	Lake City	SC	29560	2,550
The Pickens Sentinel	Pickens	SC	29671	4,600
The Daily Journal	Seneca	SC	29679	7,060

The Daily Messenger	Seneca	SC	29679	1,940
The Union Daily Times	Union	SC	29379	6,495
Bluffton Today	Bluffton	SC	29910	12,500
Hampton County Guardian	Hampton	SC	29924	4,990
Jasper County Sun Times	Ridgeland	SC	29936	1,324
Belle Fourche Bee/Post	Belle Fourche	SD	57717	1,600
Hot Springs Star	Hot Sprints	SD	57747	1,200
Butte County Valley Irrigator	Newell	SD	57760	1,800
Meade County Times Tribune	Sturgis	SD	57785	2,000
Leader-Courier	Elk Point	SD	57025-0310	1,200
American News	Aberdeen	SD	57402	16,250
Armour Chronicle	Armour	SD	57313	865
Brookings Register	Brookins	SD	57006	5,074
Central Dakota Times	Chamberlain	SD	57325	2,438
Corisca Globe	Corsica	SD	57328	895
The Delmont Record	Corsica	SD	57328	230
The New Era	Parker	SD	57053	1,121
Aurora County Standard	White Lake	SD	57383	531
The Stickney Argus	White Lake	SD	57383	500
Daily Press and Dakotan	Yankton	SD	57078	8,557
Cleveland Daily Banner	Cleveland	TN	37320	16,238
The Herald - News	Dayton	TN	37321	5,683
Elk Valley Times	Fayetteville	TN	37334-2512	6,950
Observer & News	Fayetteville	TN	37334-2512	6,950
Chester County Independent	Henderson	TN	38340	3,800
The News Leader	Parsons	TN	38363	3,552
Crossville Chronicle	Crossville	TN	38555	7,242
Fentress Courier	Jamestown	TN	38556	5,074
The Standard Banner	Jefferson City	TN	37760	6,965
The News-Herald	Lenoir City	TN	37771	5,836
The Daily Times	Maryville	TN	37804	20,500
The Oak Ridger	Oak Ridge	TN	37830	8,119
Independent Herald	Oneida	TN	37841	5,074
The Mountain Press	Sevierville	TN	37876	9,300
The Advocate & Democrat	Sweetwater	TN	37874	5,300
Claiborne Progress	Tazewell	TN	37879	5,000
Bolivar Bulletin-Times	Bolivar	TN	38008	1,878
Brownsville States-Graphic	Brownsville	TN	38012-3032	3,300
The Collierville Herald	Collierville	TN	38017-2617	3,000
The Leader	Covington	TN	38019	5,500
The Tri-City Reporter	Dyer	TN	38343	1,700
The State Gazette	Dyersburg	TN	38024	6,089
Humboldt Chronicle	Humboldt	TN	38343	2,771
Independent Appeal	Selmer	TN	38375	7,104
Carroll County News-Leader	Camden	TN	38320	4,300
The Camden Chronicle	Camden	TN	38320-0527	4,000
The Williamson Herald	Franklin	TN	37064	8,500
Macon County Times	Lafayette	TN	37083	4,400

The Wilson Post	Lebanon	TN	37087	9,134
Southern Standard	McMinnville	TN	37111	9,950
The Mt. Juliet News	Mt. Juliet	TN	37122	2,786
The Pulaski Citizen	Pulaski	TN	38478	7,500
Shelbyville Times Gazette	Shelbyville	TN	37162	10,945
Smithville Review	Smithville	TN	37166	3,500
Manchester Times	Tullahoma	TN	37388-0400	10,356
The Wayne County News	Waynesboro	TN	38485	5,000
Cannon Courier	Woodbury	TN	37190	3,600
Elizabethton Star	Elizabethton	TN	37644	9,000
The Erwin Record	Erwin	TN	37650	5,074
The Greeneville Sun	Greeneville	TN	37744	13,300
Herald & Tribune	Jonesborough	TN	37659	4,400
Breckenridge American	Breckenridge	TX	76424	1,550
Brownwood Bulletin	Brownwood	TX	76804	7,500
The Snyder Daily News	Snyder	TX	79550	5,582
Sweetwater Reporter	Sweetwater	TX	79556	3,755
Borger News-Herald	Borger	TX	79008	3,500
The Canyon News	Canyon	TX	79015	4,000
Hereford Brand	Hereford	TX	79045	2,639
Lake Travis View	Austin	TX	78705	4,050
Westlake Picayune	Austin	TX	78746	3,400
Bastrop Advertiser	Bastrop	TX	78602	5,700
Fredericksburg Standard-Radio Post	Fredericksburg	TX	78624	9,600
Cedar Park Citizen	Jonestown	TX	78645	14,350
Leander Ledger	Jonestown	TX	78645	8,700
Pflugerville Pflag	Round Rock	TX	78664	7,200
Round Rock Leader	Round Rock	TX	78664	7,500
San Marcos Daily Record	San Marcos	TX	78667	5,250
Smithville Times	Smithville	TX	78957	3,100
The Orange Leader	Orange	TX	77630	5,000
Port Arthur News	Port Arthur	TX	77640	13,500
The Vidorian	Vidor	TX	77670	1,200
Tyler County Booster	Woodville	TX	75979	3,857
Alice Echo News-Journal	Alice	TX	78332	4,567
The Freer Press	Freer	TX	78357	1,542
Kingsville Record	Kingsville	TX	78363	6,089
Nueces Co. Record Star	Robstown	TX	78380	4,000
Rockport Pilot	Rockport	TX	78381	4,975
Athens Daily Review	Athens	TX	75751-0032	5,200
Alvarado Star	Burelson	TX	76028	308
Burleson Star	Burelson	TX	76028	3,272
Crowley Star	Burelson	TX	76028	745
Everman Star	Burelson	TX	76028	289
Joshua Star	Burelson	TX	76028	687
Kenne Star	Burelson	TX	76028	569
Clarksville Times	Clarksville	TX	75426-3936	3,248
Cleburne Times-Review	Cleburne	TX	76031	5,000

Clifton Record	Clifton	TX	76634	2,900
Wise County Messenger	Decatur	TX	76234	6,200
Denton Record-Chronicle	Denton	TX	76202	14,280
Rains County Leader	Emory	TX	75440-9321	3,146
Gainesville Daily Register	Gainesville	TX	76240	6,300
Glen Rose Reporter	Glen Rose	TX	76043	2,000
Lake Country Sun	Graford	TX	76449-3106	1,990
Hood County News	Granbury	TX	76048	10,149
Greenville Herald-Banner	Greenville	TX	75401	7,800
Jack County Herald	Jacksboro	TX	76458-2308	1,050
Kaufman Herald	Kaufman	TX	75142	4,364
The Monitor/Leader	Mabank	TX	75147	4,060
Meridian Tribune	Meridian	TX	76665	2,400
Mineral Wells Index	Mineral Wells	TX	76067	3,000
Palestine Herald - Press	Palestine	TX	75801	7,500
The Suburbia News	Seagoville	TX	75159	1,600
Stephenville Empire-Tribune	Stephenville	TX	76401	4,726
The Teague Chronicle	Teague	TX	75860	2,537
Terrell Tribune	Terrell	TX	75160	4,060
Waxahachie Daily Light	Waxahachie	TX	75165	5,480
The Weatherford Democrat	Weatherford	TX	76086	4,000
Van Zandt News	Wills Point	TX	75169	5,400
Edinburg Review	Edinburg	TX	78539	20,000
Original Winter Texan	McAllen	TX	78501	5,000
Raymondville Chronicle	Raymondville	TX	78580-1942	2,200
Willacy County News	Raymondville	TX	78580-1942	1,149
Mid Valley Town Crier	Weslaco	TX	78596	18,268
Alvin Sun	Alvin	TX	77511	1,000
The Bay City Tribune	Bay City	TX	77414	5,074
Baytown Sun	Baytown	TX	77520	9,384
Corrigan Times	Corrigan	TX	75939	1,194
Jackson County Herald Tribune	Edna	TX	77957	3,600
El Campo Leader - News	El Campo	TX	77437	5,200
Galveston County Daily News	Galveston	TX	77554-9119	24,500
The Huntsville Item	Huntsville	TX	77320	6,089
The Katy Times	Katy	TX	77493	6,000
Polk County Enterprise	Livingston	TX	77351	8,322
The Port Lavaca Wave	Port Lavaca	TX	77979	4,567
The Fort Bend Herald	Rosenburg	TX	77471-1088	8,880
San Jacinto News-Times	Shepherd	TX	77371	2,239
Wharton Journal - Spectator	Wharton	TX	77488	4,200
Laredo Morning Times	Laredo	TX	78041	19,500
Brownfield News	Brownfield	TX	79316-3203	2,700
Lamesa Press-Reporter	Lamesa	TX	79331-5405	3,383
Levelland And Hockley County News-Press	Levelland	TX	79336-4523	4,900
The Lamb County Leader News	Littlefield	TX	79339-3313	2,800
Lubbock Avalanche-Journal	Lubbock	TX	79401	33,250
Muleshoe Journal	Muleshoe	TX	79347	2,000

Plainview Daily Herald	Plainview	TX	79072	6,800
Seminole Sentinel	Seminole	TX	79360-5058	1,240
Andrews County News	Andrews	TX	79714	2,842
Big Spring Herald	Big Spring	TX	79721	5,174
Midland Reporter-Telegram	Midland	TX	79701	15,000
The Eldorado Success	Eldorado	TX	76936	2,288
The Junction Eagle	Junction	TX	76849	1,800
The Comfort News	Comfort	TX	78013	1,000
Cuero Record	Cuero	TX	77954	3,200
Yorktown News	Cuero	TX	77954	1,900
Wilson County News	Floresville	TX	78114	11,000
West Kerr Current	Ingram	TX	78025	1,800
Kerrville Daily Times	Kerrville	TX	78028	9,540
Leader News	Lytle	TX	78052	2,686
New Braunfels Herald-Zeitung	New Braunfels	TX	78131	10,700
Seguin Gazette-Enterprise	Seguin	TX	78156	6,597
The Uvalde Leader-News	Uvalde	TX	78801	4,975
Light and Champion	Center	TX	75935	4,060
The Jefferson Jimplecute	Jefferson	TX	75657	2,000
Marshall News Messenger	Marshall	TX	75670	7,650
Mount Pleasant Daily Tribune	Mt. Pleasant	TX	75456	5,273
Houston County Courier	Crockett	TX	75835	5,176
The Gilmer Mirror	Gilmer	TX	75644-0250	5,074
Groveton News	Groveton	TX	75845	1,940
Sabine County Reporter	Hemphill	TX	75948	3,045
Henderson Daily News	Henderson	TX	75653	6,219
Jacksonville Daily Progress	Jacksonville	TX	75766	3,800
Kilgore News Herald	Kilgore	TX	75662	3,400
Longview News Journal	Longview	TX	75601	30,090
The Lufkin Daily News	Lufkin	TX	75904	13,668
Mount Vernon Optic-Herald	Mount Vernon	TX	75457	3,045
The Daily Sentinel	Nochgodoches	TX	75965	8,772
Trinity Standard	Trinity	TX	75862	2,388
The Banner - Press	Brenham	TX	77843	6,597
Bryan-College Station Eagle	Bryan	TX	77802	25,372
Star-Forum	Gatesville	TX	76528-2053	1,060
The Gatesville Messenger	Gatesville	TX	76528-2052	3,000
Calvert Tribune	Hearne	TX	77859	1,300
Franklin Advocate	Hearne	TX	77859	1,300
Hearne Democrat	Hearne	TX	77859	2,000
Hubbard City News	Mexia	TX	76667	1,100
The Mexia Daily News	Mexia	TX	76667	2,100
Waco Tribune - Herald	Waco	TX	76701	37,000
The Graham Leader	Graham	TX	76450	3,486
The Olney Enterprise	Olney	TX	76374-1923	1,400
The Vernon Daily Record	Vernon	TX	76384	4,669
Davis County Clipper	Bountiful	UT	84010	10,000
Iron County Today	Cedar City	UT	84721	10,000

Wasatch Wave	Heber City	UT	84032	4,263
The Times Independent	Moab	UT	84532	3,300
Standard-Examiner	Ogden	UT	84404	63,939
Sun-Advocate	Price	UT	84501	5,800
Richfield Reaper	Richfield	UT	84701	5,700
The Salt Lake Tribune/Deseret News	Salt Lake City	UT	84118	150,000
Tooele Transcript Bulletin	Tooele	UT	84074	7,409
Clinch Valley News	Richlands	VA	24641	2,400
Richlands News-Press	Richlands	VA	24641	3,798
Page News and Courier	Harrisonburg	VA	22801	7,815
Shenandoah Valley-Herald	Harrisonburg	VA	22801	3,700
Valley Banner	Harrisonburg	VA	22801	3,900
Suffolk News-Herald	Suffolk	VA	23434	4,263
Herald Progress	Ashland	VA	23005-3436	5,500
The Farmville Herald	Farmville	VA	23901-1312	8,322
The Goochland Gazette	Goochland	VA	23063-3202	5,500
The Hopewell News	Hopewell	VA	23860	3,000
The Central Virginian	Louisa	VA	23093	5,000
Progress-Index	Petersburg	VA	23803	15,223
Bedford Bulletin	Bedford	VA	24523	8,018
The Floyd Press	Floyd	VA	24091-2620	5,000
The Gazette	Galax	VA	24333	8,424
The Carroll News	Hillsville	VA	24343-1539	6,766
The News - Gazette	Lexington	VA	24450	8,627
The Gazette-Virginian	South Boston	VA	24592	10,500
The Bland Messenger	Wytheville	VA	24382	2,500
Wytheville Enterprise	Wytheville	VA	24382-2207	5,415
The Post	Big Stone Gap	VA	24219	3,000
Bristol Herald Courier	Bristol	VA	24201	30,000
Smyth County News & Messenger	Marion	VA	24354	4,632
The Coalfield Progress	Norton	VA	24273	6,000
Dickenson Star/Cumberland Times	Norton	VA	24273	3,500
The Warren Sentinel	Front Royal	VA	22630	3,400
Northern Virginia Daily	Strasburg	VA	22657	14,500
Bennington Banner	Bennington	VT	5201	8,119
Brattleboro Reformer	Brattleboro	VT	5301	10,656
Deerfield Valley News	West Dover	VT	5356	3,045
The Newport Daily Express	Newport	VT	5855	3,969
St. Albans Messenger	St. Albans	VT	5478	6,089
The Caledonian-Record	St. Johnsbury	VT	5819	10,000
Camas-Washougal Post-Record	Camas	WA	98607	4,100
The Dispatch	Eatonville	WA	98328	4,750
Statesman-Examiner	Colville	WA	99114	4,060
Tribune	Deer Park	WA	99006	1,194
The (Omak-Okanogan County) Chronicle	Omak	WA	98841	5,771
The Quincy Valley Post-Register	Quincy	WA	98848	2,040
The Spokesman-Review	Spokane	WA	99210	85,000
Daily Record	Ellensburg	WA	98926	6,268

Grandview Herald	Grandview	WA	98930	2,040
Record Bulletin	Prosser	WA	99350	3,045
Daily Sun News	Sunnyside	WA	98944	3,755
Yakima Herald-Republic	Yakima	WA	98901	32,200
The Daily Press	Ashland	WI	54806	6,000
Sawyer County Record	Hayward	WI	54843	4,776
The County Journal	Washburn	WI	54891	1,900
Clintonville Tribune Gazette	Clintonville	WI	54929	2,500
Manawa Advocate	Iola	WI	54945	500
The Iola Herald	Iola	WI	54945	1,000
Eagle Herald	Marinette	WI	54143	9,000
New London Buyers Guide	New London	WI	54961	15,151
Berlin/Ripon Ad Pack	Oshkosh	WI	54904	12,700
Oshkosh Buyers Guide	Oshkosh	WI	54904	25,000
Waupaca County Post	Waupaca	WI	54981	7,300
The Waushara Argus	Wautoma	WI	54982	5,897
The Chronicle	Weyauwega	WI	54983	2,500
Wisconsin Rapids Buyers Guide	Wisconsin Rapids	WI	54961	22,040
Jackson County Chronicle	Black River Falls	WI	54615	2,000
The Chetek Alert	Chetek	WI	54720	2,900
Baraboo News Republic	Baraboo	WI	53913	4,950
Grant County Herald Independent	Lancaster	WI	53813	3,400
Juneau County Star-Times	Mauston	WI	53948	3,097
The Monroe Times	Monroe	WI	53566	5,074
The Park Falls Herald	Park Falls	WI	53566	2,800
The Platteville Journal	Platteville	WI	53813	3,900
Daily Register	Portage	WI	53901	5,555
Reedsburg Times Press	Reedsburg	WI	53959	1,059
The Sauk Prairie Eagle	Sauk City	WI	53583	2,218
Wisconsin Dells Events	Wisconsin Dells	WI	53901	2,288
Daily Citizen	Beaver Dam	WI	53916	10,550
Burlington Standard Press	Burlington	WI	53105	3,000
Ozaukee County News Graphic	Cedarburg	WI	53012	8,080
The Delavan Enterprise	Delavan	WI	53115	2,000
The East Troy News	East Troy	WI	53120	500
The Elkhorn Independent	Elkhorn	WI	53121	1,000
Daily Jefferson County Union	Fort Atkinson	WI	53538	8,728
Lake Geneva Times	Lake Geneva	WI	53147	2,000
Milwaukee Journal Sentinel	Milwaukee	WI	53203	260,000
The Journal Times	Racine	WI	53403	26,000
Westosha Report	Twin Lakes	WI	53181	500
Westine Report	Union Grove	WI	53182	500
The Times Walworth	Walworth	WI	53184	500
Waterford Post	Waterford	WI	53185	1,000
Times Publishing Company	Watertown	WI	53094	8,600
Waukesha Freeman	Waukesha	WI	53186	12,726
West Bend Daily News	West Bend	WI	53095	9,343
Whitewater Register	Whitewater	WI	53190	1,000

Amery Free Press	Amery	WI	54001	5,100
The Baldwin Bulletin	Baldwin	WI	54002	1,900
Barron News - Shield	Barron	WI	54812	4,000
Cumberland Advocate	Cumberland	WI	54829	2,139
Osceola Sun	Osceola	WI	54020	2,139
Spooner Advocate	Spooner	WI	54801	4,229
Clintonville Buyers Guide	Clintonville	WI	59929	14,000
Waupaca Buyers Guide	Antigo	WI	54409	11,276
Vilas County News - Review	Eagle River	WI	54521	6,120
Marshfield Buyers Guide	Marshfield	WI	54449	21,513
Foto News	Merrill	WI	54452	16,400
Star Journal	Rhineland	WI	54501	16,000
Stevens Point Buyers Guide	Stevens Point	WI	54481	21,097
Marathon Buyers Guide	Wausau	WI	54402	33,800
Montgomery Herald	Montgomery	WV	25136	1,300
The Fayette Tribune	Oak Hill	WV	25901	2,000
Independent Herald	Pineville	WV	24874	2,000
Princeton Times	Princeton	WV	24740	1,700
Gilbert Times	Gilbert	WV	25621	1,700
Lincoln Journal	Hamlin	WV	25523	3,000
The Star Herald	Ravenswood	WV	26164	12,179
Braxton Democrat-Central	Sutton	WV	26601-1399	3,552
Wayne County News	Wayne	WV	25570	3,045
Ritchie Gazette	Harrisville	WV	26362-0215	3,857
Mineral Daily News Tribune	Keyser	WV	26726	4,200
Grant County Press	Petersburg	WV	26847	4,060
Hampshire Review	Romney	WV	26757	7,150
The Cody Enterprise	Cody	WY	82414	6,089
The Powell Tribune	Powell	WY	82435	3,045
Casper Star-Tribune	Casper	WY	82604	31,000
Douglas Budget	Douglas	WY	82633	5,500
The Journal	Landers	WY	82520	4,191
The Ranger	Riverton	WY	82501	5,400
Northern Wyoming Daily News	Worland	WY	82401	4,060
The News-Record	Gillette	WY	82717	9,950
Rawlins Daily Times	Rawlins	WY	82301	3,755
Sheridan Press	Sheridan	WY	82801	7,104
The Sundance Times	Sundance	WY	82729	1,642
Star Valley Independent	Afton	WY	83110	3,184
Daily Rocket-Miner	Rock Sprints	WY	82901	9,452
			TOTAL	10,119,091



Distributing Newspapers

Effective January, 2012

33,000,000 National Circulation
in More than 640 Newspapers

State / State Circulation	Circulation
Newspaper	Newspaper / Cluster

Alabama

427,307	
Alexander City: The Outlook	4,000 *
Selma: The Selma Times-Journal	4,800 *
	8,800
Anniston: The Anniston Star	20,649
Birmingham: The Birmingham News	154,031
Cullman: The Cullman Times	10,873 *
Gadsden: The Gadsden Times	17,459
Talladega: The Daily Home	7,549 *
Tuscaloosa: The Tuscaloosa News	31,926
	242,487
Athens: The Athens News Courier	5,794 *
Huntsville: The Huntsville Times	68,800
	74,594
Mobile-Pensacola: Press-Register	101,426
	101,426

Alaska

75,577	
Anchorage: Anchorage Daily News	49,734
Fairbanks: Fairbanks Daily News-Miner	14,879
Juneau: Juneau Empire	4,800 *
Kenai: Peninsula Clarion	6,164 *
	75,577

Arizona

315,798	
Cottonwood: Verde Independent & The Bugle	3,601 *
Flagstaff: Arizona Daily Sun	10,451
Kingman: The Kingman Daily Miner	7,629 *
Lake Havasu City: Today's News-Herald	10,162 *
Mesa: East Valley Tribune	119,026 *
Prescott: The Daily Courier	15,544
Sun City: News-Sun	6,463
	172,876
Tucson: The Arizona Daily Star	128,813
	128,813
Yuma: The Sun	14,109
	14,109

Arkansas

290,510	
Blytheville: Blytheville Courier News	2,595
	2,595

State / State Circulation	Circulation
Newspaper	Newspaper / Cluster

Arkansas

290,510	
Conway: Log Cabin Democrat	8,439 *
Little Rock: Arkansas Democrat-Gazette	198,559 *
	206,998
El Dorado: Sunday News	12,982
Fayetteville: Northwest Arkansas Democrat Gazette	67,935 *
	80,917

California

3,307,762	
Bakersfield: The Bakersfield Californian	52,472
Lompoc: Lompoc Record	3,637
San Luis Obispo: The Tribune	36,772
Santa Barbara: Santa Barbara News-Press	23,778
Santa Barbara/TMC: Santa Barbara News-Press Direct	34,476 *
Santa Maria: Santa Maria Times	18,367
Santa Maria/Select: Central Coast Preview	6,000 *
	175,502
Camarillo: Ventura County Star	79,488
Palmdale: Antelope Valley Press	19,110
Riverside: The Press Enterprise	124,997
Santa Ana: The Orange County Register	282,135
Santa Ana/TMC: Sunday Preferred	86,000 *
Victorville: Daily Press	26,022
	617,752
El Centro: Imperial Valley Press	9,468
	9,468
Escondido: North County Times	65,597
	65,597
Fairfield: Daily Republic	18,516
Sacramento: The Sacramento Bee	265,074
Sacramento/Select: Yes! Your Essential Shopper	40,023 *
	323,613
Fresno: The Fresno Bee	138,064
Fresno/Select: Yes! Your Essential Shopper	31,458 *
Hanford: The Sentinel	8,577
Merced: Merced Sun-Star	15,079
Porterville: Recorder	5,900 *
	199,078
Los Angeles: Los Angeles Times	887,775

State / State Circulation Newspaper	Circulation Newspaper / Cluster
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California

3,307,762

	887,775
Marysville-Yuba City: Appeal-Democrat	15,684
Marysville-Yuba City/Select: A-D Light	5,000 *
Modesto: The Modesto Bee	71,332
Modesto/Select: Yes! Your Essential Shopper	31,023 *
Stockton: The Record	41,037
	164,076
Napa: Register	12,722
Santa Rosa: The Press Democrat	60,956
	73,678
Redding: Record Searchlight	24,124
	24,124
San Diego: The San Diego Union-Tribune	291,363
San Diego/TMC: Local Community Values	202,084 *
	493,447
San Francisco: San Francisco Chronicle	273,652
	273,652

Colorado

743,520

Boulder: Sunday Camera	26,565
Longmont: Times-Call	19,097
Loveland: Reporter-Herald	20,535
	66,197
Canon City: Canon City Daily Record	5,705
Colorado Springs: The Gazette	84,265
Colorado Springs/Select: Sunday Preferred	23,200 *
Pueblo: The Pueblo Chieftain	45,388
Trinidad: The Chronicle-News	2,554 *
	161,112
Denver: The Denver Post	443,446
Denver/Select: Sunday Select	40,500 *
	483,946
Grand Junction: The Daily Sentinel	27,067
Montrose: Montrose Daily Press	5,198 *
	32,265

Connecticut

370,212

Bridgeport: Connecticut Post	69,815
Danbury: The News-Times	28,724
Greenwich: Time	9,842
Stamford: The Advocate	20,253
	128,634
Manchester: Journal Inquirer	33,993
Meriden: Record-Journal	17,883 *
Middletown: The Middletown Press	5,272
New Britain: Herald Press	9,898
New Haven: New Haven Register	89,981
New London: The Day	28,951
Torrington: The Register Citizen	5,841
Waterbury: The Sunday Republican	49,759

State / State Circulation Newspaper	Circulation Newspaper / Cluster
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Connecticut

370,212

	241,578
Delaware	
16,981	
Dover: State News Sunday	16,981
	16,981

District of Columbia

713,842

Washington: The Washington Post	713,842
	713,842

Florida

2,482,112

Bradenton: Bradenton Herald	39,235
Bradenton/Select: Yes! Your Essential Shopper	12,500 *
Lakeland: The Ledger	62,685
Winter Haven: The Reporter	28,758 *
	143,178
Cape Coral: Cape Coral Daily Breeze	42,209 *
Naples-Bonita: Daily News	52,437
	94,646
Ft. Walton Beach: Northwest Florida Daily News	29,863
	29,863
Gainesville: The Gainesville Sun	41,472
Gainesville/Select: Shop Gainesville	10,000 *
	51,472
Jacksonville: The Florida Times-Union	148,436
Lake City: Lake City Reporter	7,000 *
St. Augustine: St. Augustine Record	17,227
	172,663
Live Oak: Live Oak Suwannee Democrat	5,300 *
	5,300
Miami: The Miami Herald	203,295
Miami/Select: The Miami Herald Sunday Select	61,448 *
Miami / El: El Nuevo Herald	72,142
	336,885
Ocala: Star-Banner	40,266
Ocala/Select: Shop Ocala	10,000 *
Orlando: El Sentinel	80,000 *
Orlando: Orlando Sentinel	285,534
Orlando/Select: Go Shopping, Orlando	70,000 *
Orlando/TMC: What's the Deal, Orlando?	100,000 *
The Villages: Daily Sun	37,102
	622,902
Panama City: Freedom Florida Newspapers	25,280 *
Panama City: The News Herald	27,919
	53,199
Sarasota: Herald-Tribune	82,252
St. Petersburg: Tampa Bay Times	399,547
Tampa: The Tampa Tribune	253,453

State / State Circulation Newspaper	Circulation Newspaper / Cluster
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Florida

2,482,112

	735,252
Stuart: SCRIPPS Treasure Coast Newspapers	83,443 *
West Palm Beach: The Palm Beach Post	123,309
West Palm Beach/Select: Real Values	30,000 *
	236,752

Georgia

1,103,915

Americus: Americus Times-Recorder	3,211 *
Columbus: Columbus Ledger-Enquirer	41,170
Columbus/Select: Yes! Your Essential Shopper	11,494 *
Macon: The Telegraph	64,594
Macon/Select: Yes! Your Essential Shopper	23,374 *
Milledgeville: The Milledgeville Union-Recorder	7,329 *
	151,172
Athens: Athens Banner-Herald	21,858
Atlanta: The Atlanta Journal-Constitution	407,099
Atlanta/Select: Buyer's Edge Select	62,000 *
Atlanta/TMC: Atlanta - Reach	265,500 *
	756,457
Augusta: The Augusta Chronicle	64,316
Augusta/Select: Yes! Your Essential Shopper	8,200 *
	72,516
Cordele: Cordele Dispatch	3,760 *
Moultrie: The Moultrie Observer	5,654 *
Tifton: The Tifton Gazette	6,635 *
	16,049
Hinesville: Liberty County Coastal Courier	4,548 *
Richmond Hill: Bryan County News	2,135 *
Savannah: Savannah Morning News	54,890
Statesboro: Statesboro Herald	7,526 *
	69,099
Rome: Rome News-Tribune	14,407 *
	14,407
Thomasville: Thomasville Times-Enterprise	8,249 *
Valdosta: The Valdosta Daily Times	15,966 *
	24,215

Hawaii

19,418

Wailuku: The Maui News	19,418
	19,418

Idaho

226,534

Boise: Idaho Statesman	76,961
Boise/Select: Yes! Your Essential Shopper	25,000 *
Nampa: Idaho Press Tribune	27,596
Twin Falls: The Times-News	21,442
	150,999
Idaho Falls: Post Register	28,046
Pocatello: Idaho State Journal	18,470

State / State Circulation Newspaper	Circulation Newspaper / Cluster
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Idaho

226,534

Rexburg: Standard Journal	4,451 *
	50,967
Lewiston: Lewiston Morning Tribune	24,568 *
	24,568

Illinois

1,786,240

Alton: The Telegraph	20,397
Belleville: Belleville Community Newspapers	7,891 *
Belleville: Belleville News-Democrat	51,117
Belleville/Select: Yes! Your Essential Shopper	13,694 *
	93,099
Bloomington: The Pantagraph	42,353
Canton: The Daily Ledger	4,188 *
Pekin: Pekin Daily Times	6,578 *
Peoria: Journal Star	70,864
	123,983
Carbondale: The Southern Illinoisan	33,074
	33,074
Champaign-Urbana: The News-Gazette	42,964
Decatur: Herald & Review	43,055
Effingham: Effingham Daily News	10,120
Jacksonville: Jacksonville Journal-Courier	11,550
Springfield: The State Journal-Register	49,996
	157,685
Chicago: Chicago Tribune	777,038
Chicago/Select: Chicago Tribune Sunday Select	195,000 *
Chicago/Fin de Semana: Hoy fin de semana	335,000 *
	1,307,038
Freeport: The Journal Standard	10,326 *
	10,326
Galesburg: The Register-Mail	9,947
Kewanee: Star Courier	3,778 *
Monmouth: Daily Review Atlas	1,734 *
	15,459
Macomb: The Macomb Journal	3,457 *
Quincy: Quincy Herald-Whig	20,853
	24,310
Mount Vernon: Mt. Vernon Register-News	7,102 *
	7,102
Ottawa: The Times	14,164
	14,164

Indiana

540,894

Anderson: The Herald Bulletin	20,751 *
Bloomington: Hoosier Times	34,705 *
Columbus: The Republic	19,330
Franklin: Daily Journal	13,906
Greenfield: Daily Reporter	9,266 *
Greensburg: Greensburg News	4,306 *

State / State Circulation Newspaper	Circulation Newspaper / Cluster
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Indiana

540,894	
Kokomo: Kokomo Tribune	21,045 *
Lebanon: The Lebanon Reporter	4,043 *
Logansport: Pharos-Tribune	9,489 *
Mooreville-Decatur: Reporter-Times	3,076 *
Rushville: Rushville Republican	2,578 *
	142,495
Batesville: The Batesville Herald Tribune	2,569 *
	2,569
Evansville: Evansville Courier & Press	71,039
	71,039
Ft. Wayne: The Journal Gazette	102,861
	102,861
Goshen: The Goshen News	10,661 *
South Bend: South Bend Tribune	80,536
	91,197
Munster: The Times	89,375
	89,375
New Albany-Jeffersonville: The Evening News & The Tribune	10,762 *
Seymour: The Tribune	6,618 *
	17,380
Terre Haute: Tribune-Star	23,978
	23,978

Iowa

317,117	
Ames: The Tribune	10,397 *
Fort Dodge: The Messenger	15,818
Knoxville: The Knoxville Crossville Chronicle	2,015 *
Marshalltown: Times-Republican	8,678
Oskaloosa: Oskaloosa Herald	2,691 *
	39,599
Cedar Rapids: The Gazette	61,165
Dubuque: Telegraph-Herald	30,509
Waterloo: The Courier	44,303
	135,977
Clinton: Clinton Herald	9,688
Davenport: Quad-City Times	59,272
Muscatine: Muscatine Journal	5,706
	74,666
Mason City: Globe-Gazette	18,241
	18,241
Ottumwa: The Ottumwa Courier	10,626
	10,626
Sioux City: Sioux City Journal	38,008
	38,008

Kansas

254,196	
Garden City: The Garden City Telegram	7,363 *
Great Bend: Great Bend Tribune	5,641 *

State / State Circulation Newspaper	Circulation Newspaper / Cluster
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Kansas

254,196	
Hays: The Hays Daily News	10,263 *
Hutchinson: Hutchinson News	28,503
Salina: Salina Journal	26,070
Wichita: The Wichita Eagle	99,624
Wichita/Select: Yes! Your Essential Shopper	25,008 *
	202,472
Manhattan: The Manhattan Mercury	9,281
Topeka: Topeka Capital-Journal	38,184
	47,465
Ottawa: The Ottawa Herald	4,259 *
	4,259

Kentucky

241,159	
Ashland: The Independent	15,263
	15,263
Bowling Green: Daily News	23,911
Glasgow: The Glasgow Daily Times	8,286
	32,197
Corbin: Corbin Times-Tribune	5,805 *
Danville: The Kentucky Advocate	8,180 *
Lexington: Lexington Herald-Leader	113,350
Lexington/Select: Yes! Your Essential Shopper	15,060 *
London: The London Sentinel-Echo	7,479 *
Somerset: Commonwealth Journal	8,118 *
	157,992
Elizabethtown: The News Enterprise	18,903
	18,903
Henderson: The Gleaner	9,533
	9,533
Maysville: The Ledger Independent	7,271
	7,271

Louisiana

335,782	
Abbeville-Eunice-Ville Platte: Meridional-News Gazette	10,863 *
Crowley: The Crowley Post-Signal	3,800 *
Lake Charles: American Press	35,300
Ruston: The Ruston Daily Leader	5,200 *
	55,163
Baton Rouge: The Advocate	102,240
Franklin: The Banner Tribune	2,138 *
Morgan City: The Daily Review	4,712 *
	109,090
Houma: The Courier	16,094
	16,094
New Orleans: The Times-Picayune	155,435
	155,435

Maine

136,400

State / State Circulation Newspaper	Circulation Newspaper / Cluster
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Maine

136,400	
Augusta: Kennebeck Journal	11,475
Lewiston: Sun Journal	28,273
Portland: Maine Sunday Telegram	82,286
Waterville: Morning Sentinel	14,366
	136,400

Maryland

549,699	
Baltimore: The Sun	301,551
Baltimore/Select: Deals @ Your Door	44,000 *
Baltimore / Weeklies: Baltimore Weeklies	117,000 *
Easton: Star-Democrat	14,973 *
	477,524
Cumberland: Cumberland Times-News	25,353
Hagerstown: The Herald-Mail Newspapers	31,806
	57,159
Elkton: Cecil Whig	15,016 *
	15,016

Massachusetts

685,854	
Boston: Boston Sunday Globe	354,181
Boston/Select: Savings Central	85,000 *
	439,181
Hyannis: Sunday Cape Cod Times	47,069
Worcester: Sunday Telegram	74,629
	121,698
New Bedford: Sunday Standard-Times	23,807
	23,807
Springfield: Sunday Republican	101,168
	101,168

Michigan

880,037	
Adrian: The Daily Telegram	14,315
	14,315
Ann Arbor: AnnArbor.com	37,087 *
Dearborn: Press & Guide	7,056
Lapeer: The County Press	8,961 *
Monroe: The Monroe Sunday News	21,139
Mount Clemens: The Macomb Daily	61,958
Pontiac: The Oakland Press	71,867
Royal Oak: The Daily Tribune	6,166
Shelby Township: Advisor & Source Newspapers	116,637
Southgate: The News-Herald	31,337
	362,208
Bad Axe: Huron Daily Tribune	5,466 *
Bay City: The Bay City Times	32,141 *
Flint: The Flint Journal	68,502
Midland: The Midland Daily News	14,406
Mount Pleasant: Morning Sun	9,317
Saginaw: The Saginaw News	36,880 *

State / State Circulation Newspaper	Circulation Newspaper / Cluster
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Michigan

880,037	
	166,712
Cadillac: News	7,849 *
Gaylord: Gaylord Herald-Times	5,000 *
Petoskey: Petoskey News-Review	8,895 *
Traverse City: Record-Eagle	29,065
	50,809
Grand Rapids: The Grand Rapids Press	152,075
Kalamazoo: Kalamazoo Gazette	55,459
Muskegon: The Muskegon Chronicle	35,743
	243,277
Jackson: Citizen Patriot	28,207
	28,207
Marquette: The Mining Journal	14,509
	14,509

Minnesota

965,241	
Albert Lea: Albert Lea Tribune	5,561 *
Austin: Austin Daily Herald	3,810 *
Winona: Winona Daily News	10,327
	19,698
Bemidji: The Bemidji Pioneer	9,238
Brainerd: Brainerd Dispatch	15,964 *
Faribault: Faribault Daily News	5,183 *
Minneapolis-St. Paul: Star Tribune	503,838
Minneapolis-St. Paul/Select: Strib Express	30,000 *
Northfield: Northfield News	4,200 *
Owatonna: Owatonna People's Press	6,342
Red Wing: Red Wing Republican Eagle	5,700 *
St. Paul: Pioneer Press	248,179
Willmar: West Central Tribune	13,785
	842,429
Duluth: Duluth News-Tribune	47,071
Grand Rapids: Grand Rapids Herald-Review	6,940 *
Hibbing: The Hibbing Daily Tribune	4,643 *
Virginia: Virginia Mesabi Daily News	9,965 *
	68,619
Mankato: The Free Press	19,049 *
New Ulm: The Journal	7,520
Worthington: Daily Globe	7,926
	34,495

Mississippi

153,613	
Brookhaven: The Daily Leader	5,693
Mc Comb: Enterprise-Journal	9,608
Vicksburg: The Vicksburg Post	11,580
	26,881
Clarksdale: The Clarksdale Press Register	1,800 *
	1,800
Columbus: The Commercial Dispatch	13,574 *
Laurel: Laurel Leader-Call	6,133 *

State / State Circulation Newspaper	Circulation Newspaper / Cluster
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Mississippi

153,613

Tupelo: Northeast Mississippi Daily Journal	35,439
	55,146
Greenville: Delta Democrat Times	7,211
Greenwood: The Greenwood Commonwealth	6,163
	13,374
Gulfport: Sun Herald	39,061
	39,061
Meridian: The Meridian Star	12,653 *
	12,653
Picayune: Picayune Item	4,698 *
	4,698

Missouri

1,001,619

Cape Girardeau: Southeast Missourian	16,720 *
Dexter: The Daily Statesman	3,136 *
Kennett: The Daily Dunklin Democrat	3,055 *
Poplar Bluff: Daily American Republic	10,811
Sikeston: Standard Democrat	5,964
	39,686
Columbia: Missourian	4,100 *
Fulton: The Fulton Sun	3,698 *
Jefferson City: News Tribune	20,465
Joplin: The Joplin Globe	28,618
	56,881
Kansas City: The Kansas City Star	290,476
Kansas City/Select: Yes! Your Essential Shopper	46,061 *
	336,537
Nevada: Weekend Herald-Tribune	4,650 *
	4,650
Park Hills: Daily Journal	6,701
	6,701
Sedalia: Democrat	9,290 *
	9,290
St. Joseph: St. Joseph News-Press	30,011
	30,011
St. Louis: St. Louis Post-Dispatch	311,199
St. Louis: St. Louis Suburban Journal Sunday	206,664 *
	517,863

Montana

130,831

Billings: Billings Gazette	44,689
Bozeman: Bozeman Daily Chronicle	15,643
Butte: Montana Standard	12,203
Helena: Helena Independent Record	13,134
Kalispell: Daily Inter Lake	16,245
Missoula: Missoulian	28,917
	130,831

Nebraska

296,801

State / State Circulation Newspaper	Circulation Newspaper / Cluster
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Nebraska

296,801

Beatrice: Sun	5,177
Grand Island: The Grand Island Independent	19,573
Lincoln: JournalStar	67,293
York: York News Times	3,175 *
	95,218
Columbus: Telegram	8,285
Omaha: Sunday World-Herald	169,974
	178,259
North Platte: The North Platte Telegraph	10,436
Scottsbluff: Star-Herald	12,888
	23,324

Nevada

170,178

Elko: Elko Daily Free Press	6,100
	6,100
Las Vegas: Las Vegas Review-Journal	161,478
	161,478
Sparks: Daily Sparks Tribune	2,600 *
	2,600

New Hampshire

87,452

Keene: Sentinel	10,486
Manchester: New Hampshire Sunday News	63,897
Portsmouth: Seacoast Sunday	13,069
	87,452

New Jersey

795,006

Atlantic City: The Press Of Atlantic City	70,733
Trenton: The Times	40,237
Trenton / Trentonian: Trentonian	20,355
Willingboro: Burlington County Times	29,616
Woodbury: South Jersey Sunday	33,798 *
	194,739
Flemington/TMC: Hunterdon Observer	48,309 *
Hackensack: Suburban Trends	7,496 *
Hackensack: The Bergen Record	172,103
Newton: New Jersey Herald	17,398
	245,306
Jersey City: The Jersey Journal	21,813
Newark: The Star-Ledger	333,148
	354,961

New Mexico

160,859

Albuquerque: Journal	112,540
Hobbs: News-Sun	8,664
Roswell: Daily Record	9,700 *
Santa Fe: The Santa Fe New Mexican	22,356
	153,260
Clovis: Clovis News Journal	6,131

State / State Circulation Newspaper	Circulation Newspaper / Cluster
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New Mexico

160,859

Portales: Portales News-Tribune	1,468 *
	7,599

New York

1,209,437

Albany: Times Union	127,552
Catskill: Daily Mail	2,608
Glens Falls: Post-Star	29,653
Gloversville: The Leader-Herald	10,845
Hudson: Register-Star	4,538
Saratoga Springs: Saratogian	7,668
Troy: Record	10,436
	193,300

Auburn: The Citizen	10,329
Oneida: The Oneida Daily Dispatch	5,967
Syracuse: The Post-Standard	138,322
	154,618

Batavia: The Daily News	11,641 *
Buffalo: The Buffalo News	235,671
	247,312

Canandaigua: Post Messenger	9,741
Geneva: Finger Lakes Sunday Times	15,554
	25,295

Canton: Advance-News	8,262 *
Oneonta: The Daily Star	13,472 *
Watertown: Daily Times	30,387
	52,121

Corning: The Sunday Leader	9,536 *
Hornell: The Spectator	8,700 *
	18,236

Kingston: Sunday Freeman	18,078
Middletown: Times Herald-Record Sunday	66,680
Staten Island: Staten Island Sunday Advance	47,993
Staten Island/TMC: Staten Island Shore Editions	54,500 *
	187,251

Malone: The Malone Telegram	5,667 *
Plattsburgh: Press-Republican	19,101
	24,768

New York: New York Post	306,536
	306,536

North Carolina

958,692

Albemarle: Albemarle Stanley News & Press	8,085 *
Charlotte: The Charlotte Observer	211,334
Gastonia: Gaston Gazette	24,504
Shelby: The Star	11,136 *
	255,059

Burlington: Times-News	21,759
Greensboro: The News & Record	86,932
Greensboro/Select: Sunday Plus	10,000 *

State / State Circulation Newspaper	Circulation Newspaper / Cluster
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North Carolina

958,692

Winston-Salem: Winston-Salem Journal	76,805
	195,496

Chapel Hill: The Chapel Hill News	17,033 *
Durham: The Durham News	58,653 *
Fayetteville: The Fayetteville Observer	58,668
Goldsboro: Goldsboro News-Argus	17,830
Raleigh: The News & Observer	189,437
Rocky Mount: Rocky Mount Telegram	13,593
Southern Pines: The Pilot	14,052 *
Tarboro: The Tarboro Daily Southerner	3,300 *
	372,566

Elizabeth City: The Daily Advance	9,331
	9,331

Greenville: The Daily Reflector	20,064
Jacksonville: News	16,539
Kinston: Free Press	9,748
New Bern: Sun-Journal	14,409
Washington: Washington Daily News	7,360 *
	68,120

Hendersonville: Times-News	13,425
	13,425

Wilmington: Sunday Star-News	44,695
	44,695

North Dakota

136,755

Bismarck: Tribune	28,614
Dickinson: The Dickinson Press	6,395
Minot: Minot Daily News	17,648
	52,657

Fargo: The Forum	51,143 *
Grand Forks: Grand Forks Herald	27,181
Jamestown: The Jamestown Sun	5,774 *
	84,098

Ohio

1,488,228

Akron: Akron Beacon Journal	125,013
Ashland: Ashland Times-Gazette	10,528
Ashtabula: Ashtabula Star Beacon	15,684
Canton: The Repository	68,355
Elyria: The Chronicle-Telegram	22,628
Lorain: Morning Journal	22,263
New Philadelphia-Dover: The Times Reporter	19,114
Willoughby: Lake County News-Herald	38,415
Wooster: The Daily Record	22,461
	344,461

Athens: Messenger	9,860 *
Ironton: Ironton Tribune	7,971 *
	17,831

Cambridge: The Sunday Jeffersonian	11,806
Circleville: Herald	5,764 *

State / State Circulation Newspaper	Circulation Newspaper / Cluster
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Ohio

1,488,228

Columbus: Suburban News Publications	122,944 *
Logan: News	3,456 *
Waverly: The News Watchman	2,903 *
	146,873

Cleveland: The Plain Dealer	341,832
Cleveland/TMC: PD Wrap-Up	60,500 *
	402,332

Dayton: Cox Ohio Southwest Group	81,353 *
Dayton: Dayton Daily News	139,414
Springfield: Springfield News-Sun	26,717
	247,484

Defiance: The Crescent-News	17,305
Findlay: The Courier	21,860 *
Fostoria: Review-Times	3,200 *
Toledo: The Blade	141,348
	183,713

East Liverpool: Sunday Review	7,103
Lima: The Lima News	36,879
Salem: Salem News	4,660
Youngstown: The Vindicator	60,588
	109,230

Hamilton: Journal News	19,838
Middletown: The Middletown Journal	16,466
	36,304

Oklahoma

593,309

Claremore: Claremore Daily Progress	5,482 *
McAlester: McAlester News-Capitol	7,044 *
Muskogee: Muskogee Phoenix	12,527
Pryor: The Pryor Daily Times	3,605 *
Tahlequah: Tahlequah Daily Press	3,816 *
Tulsa: Tulsa World	127,502
	159,976

Miami: Miami News-Record	5,000 *
	5,000

Oklahoma City: The Oklahoman	192,744
Oklahoma City/TMC: Buyer's Edge	232,000 *
Woodward: Woodward News	3,589 *
	428,333

Oregon

492,173

Albany-Corvallis: Albany Democrat-Herald/Corvallis Gazette-Times	24,787
Coos Bay: The World	10,291
Eugene: The Register-Guard	60,709
	95,787

Bend: The Bulletin	32,109
Klamath Falls: Herald and News	14,926
Medford: Mail Tribune	25,164
	72,199

State / State Circulation Newspaper	Circulation Newspaper / Cluster
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Oregon

492,173

Ontario: Argus Observer	6,686
	6,686
Pendleton: East Oregonian	7,417
	7,417

Portland: The Sunday Oregonian	290,084
Portland/Select: Community News	20,000 *
	310,084

Pennsylvania

2,304,935

Allentown: The Morning Call	123,405
Allentown/Select: MC Select	22,000 *
Doylestown: The Intelligencer	39,329
Easton: The Express-Times	51,092
Levittown: Bucks County Courier Times	51,399
Norristown: Times Herald	19,537
Pottstown: Mercury	19,330
Primos: Delaware County Daily Times	30,555
Reading: Reading Eagle	70,802
Reading/Select: Reading Eagle Direct	5,000 *
West Chester: Daily Local News	26,319
	458,768

Beaver: Beaver County Times	35,909
New Castle: New Castle News	14,254
Oil City-Franklin: The Derrick/The News-Herald	21,617 *
Uniontown: Herald-Standard	22,415
	94,195

Carlisle: The Sentinel	13,556
Gettysburg: Gettysburg Times	8,364
Harrisburg: Sunday Patriot-News	111,729
Harrisburg/Select: pn Community	8,000 *
Lancaster: Sunday News	94,168
	235,817

Du Bois: Tri-County Sunday	14,551
Johnstown: The Tribune-Democrat	35,564
State College: Centre Daily Times	26,349
	76,464

Erie: Erie Times-News	71,284
	71,284

Hazleton: Hazleton Standard-Speaker	17,685 *
Pottsville: Pottsville Republican Herald	24,718 *
Sayre: Morning Times	5,163 *
Scranton: Scranton Times-Tribune	63,724
Scranton/Select: Scranton Times-Tribune	13,100 *
Sunday Opt-In	
Shamokin-Pottsville: The Shamokin-Pottsville News-Item	8,583

Stroudsburg: Pocono Record	19,267
Sunbury: The Daily Item	22,937
Towanda: Towanda Sunday Review	8,667
Wilkes-Barre: The Times Leader	59,739 *
Williamsport: Williamsport Sun-Gazette	29,850

State / State Circulation Newspaper	Circulation Newspaper / Cluster
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Pennsylvania

2,304,935	
	273,433
Philadelphia: The Philadelphia Inquirer	459,170
Philadelphia/DN: Daily News	49,155
Philadelphia/Spree: Savings Spree!	302,414 *
	810,739
Pittsburgh: Pittsburgh Post-Gazette	266,504
	266,504
Sharon: The Herald	17,731
	17,731

Rhode Island

129,024	
Providence: The Providence Sunday Journal	129,024
	129,024

South Carolina

485,724	
Anderson: Anderson Independent-Mail	29,676
Greenville: Greenville Journal	40,116 *
Greenwood: The Index-Journal	12,919
Spartanburg: Herald-Journal	42,392
	125,103
Charleston: The Post And Courier	91,085
Myrtle Beach: The Sun News	49,490
Myrtle Beach/Select: The Sun News Sunday Select	11,264 *
	151,839
Columbia: The State	94,450
Columbia/Select: Yes! Your Essential Shopper	34,921 *
Orangeburg: The Times & Democrat	12,328
Sumter: The Item	14,363
	156,062
Hilton Head-Beaufort: The Island Packet-Gazette	27,435
	27,435
Rock Hill: The Herald	25,285
	25,285

South Dakota

74,568	
Aberdeen: American News	14,605
Belle Fourche : Butte County Post	1,955 *
Huron: Plainsman	5,314 *
Mitchell: The Daily Republic	11,455
Rapid City: Rapid City Journal	29,615
Watertown: Watertown Public Opinion	11,624
	74,568

Tennessee

472,879	
Chattanooga: Chattanooga Times Free Press	102,574
	102,574
Crossville: Crossville Chronicle	7,582 *

State / State Circulation Newspaper	Circulation Newspaper / Cluster
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Tennessee

472,879	
Knoxville: Knoxville News Sentinel	119,263
Knoxville/Select: Sunday Saver Select	5,000 *
Morristown: Citizen Tribune	24,354
	156,199
Dyersburg: The State Gazette	5,321 *
Memphis: The Commercial Appeal	141,042
	146,363
Johnson City: Johnson City Press	29,993
	29,993
Murfreesboro: The Murfreesboro Post	20,500 *
Shelbyville: Shelbyville Times-Gazette	6,750 *
Tulahoma: The Sunday News	10,500 *
	37,750

Texas

2,817,292	
Abilene: Abilene Reporter-News	30,749
Brownwood: Brownwood Bulletin	6,048 *
Midland: Reporter-Telegram	18,140
Odessa: Odessa American	17,207
San Angelo: Standard-Times	21,638
	93,782
Amarillo: Amarillo Globe-News	43,510
Lubbock: Lubbock Avalanche-Journal	42,240
Plainview: Plainview Daily Herald	4,340 *
	90,090
Athens: Athens Daily Review	3,701 *
Corsicana: Corsicana Daily Sun	4,385 *
Denton/TMC: Denton Record-Chronicle	12,519
Gainesville: Gainesville Daily Register	5,100 *
Greenville: Greenville Herald Banner	6,005 *
Mineral Wells: The Mineral Wells Index	2,699 *
Palestine: Palestine Herald-Press	5,517 *
Paris: The Paris News	8,837
Stephenville: Stephenville Empire-Tribune	4,600 *
Waxahachie: The Waxahachie Daily Light	4,700 *
	58,063
Austin: Austin American-Statesman	154,844
	154,844
Beaumont: The Beaumont Enterprise	31,864
	31,864
Brownsville: The Herald	16,921 *
Harlingen: Valley Morning Star	16,370
McAllen: Monitor	36,085
Weslaco: Mid Valley Town Crier	21,750
	91,126
Corpus Christi: Corpus Christi Caller-Times	56,548
	56,548
Dallas: The Dallas Morning News	351,788
Dallas/Al Dia: Al Dia	122,933
Dallas/Briefing: Briefing	202,514 *

State / State Circulation Newspaper	Circulation Newspaper / Cluster
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Texas

2,817,292	
	677,235
Del Rio: Del Rio News-Herald	4,073
Kerrville: Kerrville Daily Times	8,897
	12,970
El Paso: El Diario de El Paso	10,500 *
	10,500
Fort Worth: Star-Telegram	228,793
Fort Worth/Select: Yes! Your Essential Shopper	69,801 *
	298,594
Houston: Houston Chronicle	503,316
Houston/SMC: The Good Life	315,000 *
	818,316
Huntsville: The Huntsville Item	4,275 *
	4,275
Jacksonville: Jacksonville Daily Progress	3,100 *
Tyler: Tyler Courier-Times-Telegraph	30,826
	33,926
San Antonio: San Antonio Express-News	245,305
	245,305
Temple: Temple Daily Telegram	19,573
Waco: Waco Tribune-Herald	38,439
	58,012
Texarkana: Gazette	29,042
	29,042
Victoria: Victoria Advocate	28,467
	28,467
Wichita Falls: Times Record News	24,333
	24,333

Utah

278,356	
Logan: The Herald Journal	16,662
Provo: Daily Herald	43,525
Salt Lake City: The Salt Lake Tribune-Deseret News	206,169
Salt Lake City/Select: The Salt Lake Tribune Sunday Select	12,000 *
	278,356

Vermont

21,468	
Rutland/Barre: Rutland Herald/Barre Sunday Times Argus	21,468
	21,468

Virginia

581,179	
Martinsville: Martinsville Bulletin	16,507
	16,507
Newport News: Daily Press	90,924
Norfolk: The Virginian-Pilot	174,018
Norfolk/Select: Non-Subscriber Sunday Opt-In	34,000 *

State / State Circulation Newspaper	Circulation Newspaper / Cluster
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Virginia

581,179	
	298,942
Petersburg: The Petersburg Progress-Index	12,206
Richmond: Richmond Times-Dispatch	163,347
	175,553
Roanoke: The Roanoke Times	90,177
	90,177

Washington

840,250	
Bellingham: The Bellingham Herald	21,276
Bremerton: Kitsap Sun	22,452
Mount Vernon: Skagit Valley Herald	15,757
Olympia: The Olympian	28,573
Tacoma: The News Tribune	101,535
Tacoma/Select: Yes! Your Essential Shopper	24,729 *
Wenatchee: The Wenatchee World	19,127
	233,449
Ellensburg: Daily Record	5,669 *
Pasco-Kennewick-Richland: Tri-City Herald	37,538
Walla Walla: Walla Walla Union-Bulletin	12,831
Yakima: Herald-Republic	32,762
	88,800
Longview: The Daily News	22,564
Vancouver: The Columbian	39,952
	62,516
Seattle: The Seattle Times	325,933
Seattle/Select: Savings Source	40,000 *
	365,933
Spokane: The Spokesman-Review	89,552
	89,552

West Virginia

234,953	
Beckley: The Register-Herald	22,832
Bluefield: Bluefield Daily Telegraph	15,953
Princeton: Princeton Times	1,420 *
	40,205
Charleston: Sunday Gazette-Mail	65,247
	65,247
Clarksburg: Clarksburg Exponent-Telegram	18,491
Fairmont: Times West Virginian	10,291
Parkersburg: The Parkersburg News and Sentinel	28,064
Wheeling: Sunday News-Register	31,964
	88,810
Martinsburg: The Journal	17,446
	17,446
Morgantown: The Dominion Post	23,245
	23,245

Wisconsin

274,445

State / State Circulation	Circulation
Newspaper	Newspaper / Cluster

State / State Circulation	Circulation
Newspaper	Newspaper / Cluster

Wisconsin

274,445

Baraboo: Baraboo News Republic 3,688

Madison: Wisconsin State Journal 119,169

Portage: Daily Register 4,115

126,972

Beaver Dam: Daily Citizen 9,978

Kenosha: Kenosha News 26,450

Racine: The Journal Times 28,266

64,694

Chippewa Falls: Chippewa Valley Newspapers 8,859

Eau Claire: Leader-Telegram 29,854

La Crosse: La Crosse Tribune 35,198

Rhineland: The Daily News 2,997 *

76,908

Shawano: Shawano Leader 5,871 *

5,871**Wyoming**

23,867

Casper: Casper Star-Tribune 23,867

23,867

*Newspaper Publisher's Statement

Sources: PARADE 1/29/2012 circulation based on ABC, CAC, VAC and newspaper publisher statements, 9/30/2011



Circulation List 2012

Circulation: 22,655,210

Effective: January 1, 2012



NOW THE CHOICE
OF MORE THAN **800** NEWSPAPER
PUBLISHERS

CIRCULATION LIST 2012**More than 800 newspapers - Effective January 1, 2012 - Circulation 22,655,210**

<i>State/City/Newspaper</i>	<i>Circulation</i>	<i>State/City/Newspaper</i>	<i>Circulation</i>	<i>State/City/Newspaper</i>	<i>Circulation</i>
Alabama	155,683	California (continued)		Connecticut	255,811
Decatur Daily	23,848	Los Angeles Times -- Sunday Select	200,000	Hartford Courant	199,661
Dothan Eagle	29,535	Madera Tribune	4,975	Hartford Courant -- Sunday Select	12,500
Florence-Sheffield-Tuscumbia-		Marin County Independent Journal	29,507	Norwalk Hour	16,342
Muscle Shoals Times Daily	27,444	Monterey Herald	27,065	Norwich Bulletin	21,139
Fort Payne Times-Journal	5,064	Morgan Hill Times	10,229	Willimantic Chronicle	6,169
Gardendale North Jefferson News	2,662	Napa Register	12,722		
Jasper Mountain Eagle	9,623	Oakland Tribune	40,919	Delaware	122,327
Montgomery Advertiser	43,068	Ontario Bulletin Express	67,705	Wilmington News Journal	108,100
Opelika/Auburn News	14,439	Ontario Inland Valley Daily Bulletin	56,054	Wilmington News Journal -- Sunday Select	14,227
		Ontario Inland Valley Daily Bulletin --			
Alaska	8,782	Sunday Select	5,238	Washington DC	303,476
Juneau Empire	4,153	Palm Springs Cathedral Sun	10,000	Washington Examiner	303,476
Kenai Peninsula Clarion	4,629	Palm Springs Desert Sun	50,661		
		Palm Springs Indio Sun	9,000	Florida	1,463,723
Arizona	649,911	Palm Springs Sun	9,000	Brooksville Hernando Today	2,991
Bullhead City Mohave Valley Daily News	10,143	Palo Alto/Menlo Park The Daily News	17,500	Charlotte Harbor Sun	62,505
Casa Grande Dispatch	7,783	Pasadena Weekly Star	9,200	Coral Springs Forum	24,001
Nogales International	2,850	Pasadena Star-news -- Sunday Select	3,234	Crystal River Citrus County Chronicle	30,213
Arizona Republic	471,108	Placerville Mountain Democrat	11,224	Daytona Beach News-Journal	89,541
Arizona Republic - Sunday Select	48,000	Poway News Chieftain	15,090	Deerfield Beach Forum	9,100
Safford Eastern Arizona Courier	5,739	Ramona Ramona Sentinel	14,000	Ft. Lauderdale East Side Forum	26,805
Sierra Vista Herald	8,991	Rancho Bernardo News-Journal	17,276	Ft. Lauderdale El Sentinel	124,183
Tucson Star	94,797	Red Bluff News	6,182	Ft. Lauderdale/South Florida Sun Sentinel	
		Redlands Facts	6,561	-- Sunday Select	70,000
Arkansas	202,421	Ridgecrest Daily Independent	3,918	Ft. Lauderdale/South Florida Sun-Sentinel	251,437
Clinton Van Buren County Democrat	3,320	Riverside La Prensa	103,000	Ft. Myers News-Press	100,009
Conway Log Cabin Democrat	9,091	Roseville Press-Tribune	14,459	Jackson County Floridian	5,340
Fayetteville Northwest Arkansas		Salinas Californian	12,119	Jacksonville Times-Union	148,504
Democrat-Gazette	60,597	San Bernardino Sun	58,003	Kissimmee Osceola News-Gazette	37,856
Fort Smith Times Record	38,516	San Francisco Examiner	253,457	Leesburg Commercial	20,180
Harrison Times	7,350	San Gabriel Valley Highlander	33,293	Margate & Coconut Creek Forum	14,250
Hot Springs Sentinel-Record	15,808	San Jose Mercury News	217,937	Melbourne Florida Today	75,762
Jonesboro Sun	17,316	San Jose Mercury News -- Sunday Select	50,000	Melbourne Florida Today -- Sunday Select	4,032
Lonoke Democrat	1,405	San Mateo/Lompoc Times	24,694	Pensacola News Journal	59,563
Mountain Home Baxter Bulletin	9,664	Santa Cruz Sentinel	22,577	Pompano Beach Forum	11,700
North Little Rock Times	3,765	Solana Beach Sun	3,700	Sebring Highlands Today	15,922
Paragould Daily Press	4,815	South Lake Tahoe Daily Tribune	8,302	St. Augustine Record	18,117
Pine Bluff Commercial	11,239	Truckee Sierra Sun	6,371	Tallahassee Democrat	45,010
Russellville Courier	10,060	Ukiah Journal	5,993	Tampa Centro Mi Diario	41,242
Searcy Citizen	4,849	Vacaville Reporter	16,756	Tampa Tribune -- Sunday Select	53,500
Sherwood Voice	1,671	Vallejo Times-Herald	15,443	Tampa/Newport Richey Suncoast News	115,943
Van Buren Press Argus Courier	2,955	Victorville/Barstow Daily Press-		Winter Haven News Chief	6,017
		Desert Dispatch	25,846		
California	3,255,020	Visalia Times-Delta	22,682	Georgia	640,910
Auburn Journal	9,764	Walnut Creek Contra Costa Times	148,197	Albany Herald	18,990
Benicia Herald	3,015	Watsonville Register-Pajaronian	5,210	Albany Herald -- Sunday Select	10,000
Big Bear Lake Grizzly Weekender	7,500	West Covina San Gabriel Valley Tribune --		Athens Banner-Herald	22,518
Carmel Valley News	16,723	Sunday Select	7,959	Atlanta Inquirer	40,000
Chico Enterprise-Record	31,097	Whittier Daily News -- Sunday Select	4,275	Augusta Chronicle	63,632
Davis Enterprise	8,585	Woodland Democrat	8,312	Canton Cherokee Tribune	4,911
Eureka Times-Standard	19,720	Yreka Siskiyou Daily News	5,885	Carrollton Times-Georgian	6,861
Fairfield Republic	18,422	Yucca Valley Hi-Desert Star	7,300	Cartersville Daily Tribune News	6,409
Gilroy Dispatch	8,712	Yucca Valley Observation Post	6,400	Cumming Forsyth County News	14,566
Glendale News-Press	7,855			Cumming South Forsyth News	16,000
Grass Valley The Union	13,997	Colorado	628,533	Dalton Citizen	10,742
Hayward/Fremont/Newark/Pleasanton		Aspen Times	8,000	Douglas County Sentinel	2,546
ANG Newspapers	78,530	Denver Post	448,165	Dublin Courier Herald	9,463
Hollister Weekend Pinnacle	17,327	Denver Post -- Sunday Select	51,000	Gainesville Times	26,015
Laguna Beach Coastline Pilot	21,855	Durango/Cortez Herald-Journal	11,736	Griffin News	6,078
Lakeport Record-Bee	6,688	Fort Collins Coloradoan	25,982	Jonesboro/McDonough Clayton News Daily	3,794
Lodi News-Sentinel	13,349	Frisco Summit Daily News	10,250	LaGrange Daily News	9,729
Long Beach Impacto USA	212,530	Glenwood Springs Post Independent	9,150	Lawrenceville/Conyers/Rockdale	
Los Angeles County Breeze	58,543	Granby Sky Hi News	5,000	Daily Post-Citizen	108,705
Los Angeles County Press Telegram	62,777	Grand Junction Free Press	10,000	Lawrenceville Gwinnett Daily Post	
Los Angeles County Star News-		Greeley Tribune	21,863	-- Sunday Select	17,000
Valley Tribune-Daily News	79,714	Steamboat Springs Steamboat Today	8,736	Marietta Journal	15,944
Los Angeles Daily News	92,320	Vail Daily	11,372	Marietta Neighbor Papers	154,516
Los Angeles Fin de Semana	740,567	Windsor now	7,279	Newnan Times-Herald	9,510

Georgia (continued)		Indiana (continued)		Maryland		178,760
Savannah Morning News	55,377	Muncie Star-Press	28,150	Annapolis Capital		38,247
Winder Barrow County News	7,604	New Castle Courier-Times	6,479	Annapolis Maryland Gazette		21,482
		Peru Tribune	3,845	Baltimore Times		20,000
Hawaii	172,620	Richmond Palladium-Item	15,469	Easton Sunday Star		15,782
Hilo Tribune-Herald	19,266	Shelbyville News	5,577	Frederick News-Post		34,602
Honolulu Star-Advertiser	132,281	Vincennes Sun-Commercial	7,232	Salisbury Times		23,151
Kailua/Kona West Hawaii Today	12,805	Wabash Plain Dealer	3,176	Westminster Carroll County Times		25,496
Lihue Garden Island	8,268	Warsaw Times-Union	10,383			
Idaho	35,830			Massachusetts		435,656
Coeur D'Alene Press	30,584	Iowa	266,909	Attleboro Sun Chronicle		15,736
Moscow-Pullman Daily News	5,246	Burlington Hawk Eye	18,413	Beverly News		21,828
		Centerville Daily Iowegian	2,375	Boston Herald		87,066
Illinois	1,143,062	Council Bluffs Nonpareil	14,838	Brockton Enterprise		27,233
Arlington Heights Reflejos	96,000	Des Moines Register	200,205	Fall River Herald News		16,271
Aurora Beacon News	19,951	Des Moines Register -- Sunday Select	9,657	Fitchburg Sentinel & Enterprise		14,379
Benton Evening News	2,221	Ft. Madison The Daily Democrat	4,480	Framingham Tab		6,956
Centralia Morning Sentinel	14,883	Iowa City Press-Citizen	12,060	Framingham Natick Bulletin & Tab		869
Chicago New Crusader	90,071	Keokuk Daily Gate City	4,881	Framingham/Milford Metrowest		
Chicago La Raza	152,046			Daily News		28,694
Chicago Sun-Times	224,839	Kansas	153,207	Gloucester Daily Times		8,052
Chicago Sun-times -- Sunday Select	30,924	Abilene Reflector-Chronicle	3,350	Greenfield Recorder		11,318
Crystal Lake Northwest Herald	33,937	Arkansas City Traveler	4,091	Lowell Sun		40,412
Danville Commercial-News	11,494	Chanute Tribune	3,682	Marshfield Abington Mariner		955
De Kalb Daily Chronicle	9,997	Dodge City Globe	4,004	Marshfield Rockland Standard		744
Downers Grove Press Publications-Bartlett	5,731	Emporia Gazette	6,162	Newburyport Daily News		10,042
Du Quoin Evening Call	3,470	Garden City Telegram	7,363	North Adams Transcript		5,921
Eldorado Journal	645	Hays News	10,866	North Andover Eagle-Tribune		39,615
Elgin Courier News	5,667	Hutchinson News	28,850	Northampton Hampshire Gazette		17,741
Elmhurst Press Publications	21,683	Lawrence Journal-World	16,291	Pittsfield/Berkshire Eagle		25,249
Harrisburg Register	2,793	Leavenworth Times	4,065	Quincy Patriot Ledger		48,522
Joliet Herald-News	31,343	Newton Kansan	6,120	Rayham Canton Journal		446
Kankakee Daily Journal	27,161	Ottawa Herald	4,568	Taunton Gazette		7,607
La Salle/Peru/Oglesby/Spring Valley		Parsons Sun	4,329			
News-Tribune	15,996	Pittsburg Sun	5,759	Michigan		1,145,537
Lemont Reporter/Met	4,488	Topeka Capital-Journal	39,302	Alpena News		8,803
Marion Republican	2,051	Winfield Courier	4,405	Battle Creek Enquirer		15,788
Morris Daily Herald	5,186			Benton Harbor/St. Joseph Herald-Palladium		18,096
Mt. Carmel Daily Republican Register	3,943	Kentucky	368,128	Big Rapids/Manistee Pioneer-		
Naperville Sun	12,069	Bardstown Kentucky Standard	8,185	News Advocate		8,515
Oak Brook Suburban Life	4,420	Frankfort State Journal	8,220	Cheboygan Daily Tribune		4,125
Olney Daily Mail	3,450	Harlan Enterprise	5,628	Coldwater Daily Reporter		5,355
Pontiac Leader	2,936	Hopkinsville New Era	10,100	Detroit News and Free Press		485,803
Rock Island/Moline/East Moline		Louisville Courier-Journal	230,649	Detroit Free Press -- Sunday Select		208,363
Argus-Dispatch	40,900	Louisville Courier-Journal - Sunday Select	27,569	Escanaba Press		7,917
Rockford Register Star	56,114	Madisonville Messenger	6,268	Grand Haven Tribune		9,064
Rockford Register Star -- Sunday Select	5,000	Middlesboro News	6,400	Greenville News		6,661
Shelbyville Daily Union	2,290	Owensboro Messenger-Inquirer	24,978	Hillsdale News		6,010
St. Charles Chronicle	9,891	Paducah Sun	20,312	Holland Sentinel		17,611
Sterling/Rock Falls Sauk Valley	17,432	Prestonsburg Floyd County Times	5,763	Houghton Mining Gazette		7,793
Suburban Chicago Herald	110,824	Richmond Register	5,385	Howell Livingston County		
Suburban Chicago Southtown	43,711	Russellville News Democrat & Leader	4,655	Daily Press & Argus		16,579
Waukegan/Lake County News Sun	15,875	Winchester Sun	4,016	Iron Mountain/Kingsford News		9,172
West Frankfort American	1,630			Ironwood Daily Globe		6,400
		Louisiana	218,358	Lansing Community Newspapers		83,059
Indiana	564,852	Alexandria Town Talk	26,485	Lansing State Journal		66,119
Bluffton News-Banner	4,417	Bogalusa Daily News	6,600	Livonia Eccentric		24,742
Connersville News Examiner	5,690	Covington St. Tammany News	21,100	Livonia Observer		54,642
Crawfordsville Journal Review	6,197	Hammond Star	10,507	Owosso Argus-Press		8,825
Elkhart Truth	23,075	La Place L'Observateur	5,000	Port Huron Times-Herald		19,463
Frankfort Times	3,397	Lafayette Advertiser	41,356	Sturgis Journal		5,932
Huntington Herald-Press	4,576	Monroe News-Star	28,500	Grand Traverse Insider		40,700
Indianapolis Star	272,416	Sunday Iberian	12,237			
Indianapolis Star -- Sunday Select	40,000	Opelousas World	7,001	Minnesota		498,222
Jasper Herald	11,586	Shreveport Times	51,005	Brainerd Dispatch		15,964
Kendallville Publishing Company	17,369	Thibodaux Comet	8,567	Eden Prairie Minnesota Sun Newspapers		372,534
La Porte Herald Argus	8,629			Fairmont Sentinel		5,891
Lafayette/West Lafayette Journal & Courier	27,711	Maine	84,652	Fergus Falls Journal		5,415
Marion Chronicle Tribune	12,118	Augusta-Waterville Kennebec Journal-		Marshall Independent		6,148
Merrville Post-Tribune	40,301	Morning Sentinel	25,313	Rochester Post-Bulletin		43,587
Michigan City News-Dispatch	7,059	Bangor News	53,868	St. Cloud Times		31,481
		Biddeford Journal-Tribune	5,471	Stillwater Gazette		17,202

Mississippi	111,378	New York (continued)		Ohio (continued)	
Cleveland Bolivar Commercial	5,451	Elmira Star-Gazette	25,516	Jackson County Times-Journal	5,500
Corinth Corinthian	6,139	Hudson Register-Star-Daily Mail	7,146	Kent/Ravenna Record-Courier	16,531
Hattiesburg American	15,560	Ithaca Journal	15,347	Lewis Center This Week	
Jackson Clarion-Ledger	75,495	Jamestown Post-Journal	16,159	Community Newspapers	328,209
Natchez Democrat	8,733	Long Island Newsday	357,371	Lisbon Morning Journal	10,051
Missouri	131,901	Melville This Week	300,746	Lorain Journal	22,763
Columbia Tribune	17,670	New York City Daily News	499,971	Mansfield News Journal	20,110
Hannibal Courier-Post	5,527	Niagara Falls Niagara County		Marietta Times	11,031
Independence/Blue Springs Examiner	11,407	Community Newspapers	28,110	Martins Ferry/Belmont County Times Leader	16,087
Kirksville Daily Express	3,200	Olean Times Herald	12,601	Medina Gazette	11,408
Maryville Daily Forum	2,017	Oswego Palladium-Times	5,467	Miami Valley Sunday News	9,359
Mexico Ledger	5,026	Owego Pennysaver	19,420	Napoleon Northwest Signal	4,461
Moberly Monitor - Index & Evening Democrat	3,846	Poughkeepsie Journal	38,312	Newark Advocate Group	83,732
Rolla Daily News	3,890	Rochester Democrat and Chronicle	175,146	Norwalk Reflector	8,111
Springfield News-Leader	63,158	Saratoga Springs Saratogian	7,220	Piqua Call	6,467
Washington Missourian	16,160	Schenectady Gazette	40,705	Pomeroy-Gallipolis Daily Sentinel-Daily Tribune	6,723
Montana	28,856	Troy Record	10,358	Portsmouth Times	11,525
Great Falls Tribune	28,856	Utica Observer-Dispatch	40,887	Sandusky Register	18,876
Nebraska	43,890	Watertown Times	25,265	Sidney News	11,353
Fremont Tribune	7,256	White Plains Journal News	103,543	Steubenville Herald-star	13,808
Hastings Tribune	9,549	White Plains Yonkers/Mt. Vernon Express	90,785	Stow Sentry	14,630
Kearney Hub	11,285	North Carolina	468,958	Tallmadge Express	8,813
Norfolk Daily News	15,800	Asheboro Courier-Tribune	13,051	Tiffin Advertiser-Tribune	8,890
Nevada	306,763	Asheville Citizen-Times	49,537	Urbana Citizen	4,981
Boulder City Review	2,400	Boone Watauga Democrat	2,934	Van Wert Times-Bulletin	4,420
Carson City Nevada Appeal	13,559	Boone Watauga Mountain Times	14,500	Warren Tribune Chronicle	30,733
Fallon Lahontan Valley News	2,493	Charlotte Carolina Weekly Newspapers	93,000	Washington Court House Record-Herald	5,000
Las Vegas El Tiempo	50,000	Clinton Sampson Independent	8,383	Willoughby Lake County News-Herald	40,486
Las Vegas Review -Journal	151,223	Concord Harrisburg Horizons	5,475	Wilmington News-Journal	6,150
Mesquite Desert Valley Times	7,100	Concord/Kannapolis Independent Tribune	12,442	Oklahoma	250,075
Pahrump Valley Times	7,065	Durham Herald-Sun	25,390	Ada Evening News	6,699
Reno Gazette-Journal	53,830	Eden News	2,448	Altus Times	4,204
Reno Gazette-journal -- Sunday Select	17,293	Elizabethtown Bladen Journal	4,557	Ardmore Sunday Ardmoreite	9,343
Tonopah Times-Bonanza	1,800	Elkin Tribune	4,421	Bartlesville Examiner-Enterprise	9,928
New Hampshire	71,548	Forest City Courier	6,407	Chickasha Star	3,779
Concord Monitor	17,070	Henderson Dispatch	6,700	Duncan Banner	6,500
Dover/Laconia Citizen-Foster's		Hickory Record	18,775	Durant Democrat	5,376
Sunday Citizen	14,285	Hickory Daily Record -- Sunday Direct	10,000	Edmond Sun	3,261
Lebanon/Hanover Valley News	17,017	High Point Enterprise	18,355	Enid News & Eagle	15,372
Nashua Telegraph	23,176	The Laurinburg Exchange	6,071	Lawton Sunday Constitution	22,671
New Jersey	346,620	Lenoir News-Topic	6,700	McAlester News-Capitol	6,026
Bridgewater Courier-News	21,644	Lexington Dispatch	8,585	Norman Transcript	11,303
Camden/Cherry Hill Courier-Post	64,620	Lumberton Robesonian	15,555	Pauls Valley Daily Democrat	2,890
East Brunswick Home News Tribune	41,448	Marion McDowell News	4,172	Shawnee News-Star	7,800
Morristown/Parsippany Record	25,464	Monroe Enquirer-Journal	6,699	Stillwater News-Press	7,421
Neptune Asbury Park Press	157,063	Morganton News-Herald	8,815	Tulsa World	127,502
Trenton Trentonian	20,964	Mount Airy News	9,813	Oregon	88,209
Vineland Journal	15,417	Reidsville Review	3,699	Daily Astoria	6,974
New Mexico	185,671	Roanoke Rapids Herald	8,955	Grant's Pass Courier	17,003
Alamogordo Times	6,253	Rockingham Richmond County Daily Journal	8,143	Roseburg News-Review of Douglas County	17,942
Albuquerque Journal	86,822	Salisbury/Spencer/East Spencer Post	19,408	Salem Statesman-Journal	46,290
Belen Valencia County News-Bulletin	21,105	Sanford Herald	7,900	Pennsylvania	813,723
Carlsbad Current-Argus	6,442	Statesville Record & Landmark	12,259	Altoona Mirror	36,242
Farmington Times	16,201	West Jefferson Ashe Mountain Times	10,500	Bloomsburg Press-Enterprise	20,368
Gallup Independent	20,077	Wilson Times	14,195	Bradford Era	10,056
Las Cruces Sun-News	21,916	Winston-salem Journal -- Sunday Direct	21,114	Butler Eagle	25,832
Los Alamos Monitor	3,725	Ohio	1,373,458	Chambersburg Public Opinion	17,011
Socorro El Defensor Chieftain	3,130	Akron Cuyahoga Falls News Press	22,353	Clearfield Progress	10,467
New York	1,898,744	Bowling Green Sentinel-Tribune	9,674	Greensburg Tribune-Review	180,064
Adirondack Enterprise	4,700	Bryan Times	9,486	Hanover Sun	18,176
Batavia Daily News	12,456	Cincinnati Enquirer	255,128	Hazleton Standard-Speaker	21,906
Binghamton Press & Sun-Bulletin	53,071	Cincinnati The Enquirer -- Sunday Select	27,413	Indiana Gazette	14,548
Dunkirk/Fredonia Observer	8,442	Columbus Dispatch	265,879	Lansdale Reporter	9,388
		Columbus Dispatch Sunday Savings	20,000	Lebanon News	18,272
		Fairborn-Xenia Daily Herald Gazette		Leighton Times News	12,931
		News-Current	5,716	Lewistown Sentinel	12,045
		Greenville Advocate	4,678	Lock Haven Express	9,044
		Hillsboro Times-Gazette	3,463	McKeesport/Duquesne/Clairton News	11,398
		Hudson Hub-Times	9,460		

Pennsylvania (continued)		Texas (continued)		Washington (continued)	
Meadville Tribune	11,431	Clute Brazosport Facts	15,162	Everett Federal Way Mirror	30,208
New Kensington-Tarentum-Vandegrift Valley News Dispatch	24,585	Colony Courier Leader	7,345	Everett Herald	49,086
Norristown Times Herald	9,536	Conroe Courier	9,590	Everett North Kitsap Herald	12,586
Phoenixville Phoenix	9,396	Denton Record Chronicle	11,982	Everett Port Orchard Independent	18,925
Pottstown Mercury	19,581	El Paso Times	70,449	Everett South Whidbey Record	3,850
Primos Delaware County Times	31,526	Flower Mound Leader	20,500	Everett Whidbey News Times	5,875
Scranton Times-Tribune	63,724	Frisco Enterprise	19,510	Issaquah/Sammamish Reporter	29,377
Smaokin/Pottsville News-Item - Republic Herald	33,283	Galveston County News	21,402	Kent Reporter	25,458
Somerset Daily American	12,640	Houston East Texas Community Newspapers	19,728	Kirkland Reporter	26,035
Sunbury Danville News	1,547	Houston Community Newspapers	308,089	Montesano Vidette	3,189
Towanda Sunday Review	8,803	Irving Rambler	3,529	Moses Lake Columbia Basin Herald	8,073
Warren Times-Observer	8,724	Killeen Herald	20,547	Mount Vernon Skagit Valley Herald	15,606
Washington Observer-Reporter	33,203	Laredo/Zapata Morning Times	15,932	Port Angeles Peninsula Daily News	15,758
West Chester Local News	20,397	Lewisville Leader	10,085	Redmond Reporter	24,234
Wilkes-Barre Sunday Voice	26,187	Little Elm Journal	6,350	Renton Reporter	25,939
York Sunday News	71,412	Longview News-Journal	26,613	Wenatchee World	20,268
		Lubbock Avalanche-Journal	43,200		
Rhode Island 35,135		Lufkin Daily News	11,184	West Virginia 110,350	
Kent County Times	2,236	Marshall News Messenger	5,950	Charleston Gazette-Mail	49,740
Newport Daily News	10,035	McAllen Monitor	42,808	Elkins Inter-Mountain	9,050
Pawtucket/Central Falls Times	6,463	McKinney Courier-Gazette	25,855	Gallipolis/Point Pleasant Register	3,653
Westerly Sun	6,984	Mesquite News	23,810	Huntington Herald-Dispatch	28,830
Woonsocket Call	9,417	Nacogdoches Daily Sentinel	7,514	Logan Banner	6,853
South Carolina 214,229		New Braunfels Herald-Zeitung	8,569	Weirton Daily Times	4,844
Aiken Standard	15,933	Orange Leader	4,251	Williamson Daily News	7,380
Florence Morning News	28,004	Plano Star Courier	65,618	Wisconsin 707,551	
Georgetown Times	6,356	Port Arthur News	11,129	Appleton Post-Crescent	56,117
Goose Creek Gazette	11,000	Rowlett Lakeshore Times	4,325	Beloit My Stateline Shopper	19,200
Greenville News	103,195	San Marcos Daily Record	5,750	Beloit News	12,289
Greenville News -- Sunday Select	14,507	Seguin Gazette-Enterprise	5,972	Fond Du Lac Reporter	13,782
Lancaster News	11,822	Sherman/Denison Herald Democrat	20,656	Green Bay Press-Gazette	73,024
Newberry Observer	6,869	Van Alstyne Leader	952	Janesville Gazette	22,618
Summerville Journal Scene	4,432	Weatherford The Democrat	4,122	Manitowoc/Two Rivers Herald Times Reporter	12,546
Union Daily Times	7,059	Utah 79,273		Marinette Eagle Herald	8,464
Winnsboro Herald Independent	5,052	Ogden Standard-Examiner	57,631	Milwaukee Journal Sentinel	340,446
South Dakota 61,616		St. George Spectrum	21,642	Milwaukee Journal Sentinel -- Sunday Select	10,000
Sioux Falls Argus Leader	53,508	Vermont 55,125		Oshkosh Northwestern	19,885
Yankton Press & Dakotan	8,108	Bennington Banner	6,183	Rhineland Star Journal	16,080
Tennessee 473,452		Brattleboro Reformer	8,460	Sheboygan Press	18,955
Athens Post-Athenian	9,832	Burlington Free Press	40,482	Superior Telegram	6,065
Clarksville Leaf-Chronicle	19,175	Virginia 382,677		Watertown Times	7,750
Cleveland Banner	14,172	Bristol Herald-Courier	30,178	Wausau Marshfield New-Herald-- Sunday Select	5,142
Columbia Herald	12,020	Charlottesville Progress	25,241	Wausau Stevens Point Journal-- Sunday Select	7,720
Cookeville Herald-Citizen	11,394	Culpeper Star-Exponent	6,191	Wausau Daily Herald -- Sunday Select	10,367
Dickson Herald	4,890	Danville Register & Bee	17,822	Wausau Wisconsin Rapids Daily Tribune -- Sunday Select	5,060
Elizabethton Star	10,081	Fredericksburg Free Lance-Star	46,135	Wausau-Stevens Point Central WI Sunday	19,123
Gallatin News-Examiner	4,354	Harrisonburg News Record	27,381	Wausau-Stevens Point Herald-Central WI Sunday	22,918
Greeneville Sun	13,894	Lynchburg News & Advance	33,876	Wyoming 20,038	
Hendersonville Star News	20,500	Petersburg Progress-Index	12,206	Cheyenne Wyoming Tribune-Eagle	15,061
Jackson Sun	31,713	Richmond Times Dispatch -- Sunday Direct	112,500	Laramie Boomerang	4,977
Kingsport Times-News	37,040	Staunton News Leader	16,803		
Lebanon Democrat	7,394	Strasburg Northern Virginia Daily	13,318		
Maryville/Alcoa Times	17,868	Waynesboro News Virginian	6,010		
Murfreesboro News Journal	16,206	Winchester Star	22,142		
Nashville Tennessean	204,328	Woodbridge-Manassas Potomac News & Journal Messenger	12,874		
Nashville Tennessean -- Sunday Select	17,488	Washington 464,202			
Newport Plain Talk	6,908	Aberdeen Daily World	10,938		
Oak Ridge Oak Ridger	6,466	Aberdeen South Beach Bukletin	4,450		
Sevierville Mountain Press	7,729	Bellevue Reporter	39,281		
Texas 979,878		Centralia/Chehalis Chronicle	12,800		
Allen American	22,440	Everett Auburn Reporter	24,145		
Amarillo Globe-News	44,459	Everett Bainbridge Island Review	3,936		
Baytown Sun	8,535	Everett Bremerton Patriot	12,112		
Bryan/College Station Eagle	21,891	Everett Central Kitsap Reporter	17,962		
Cleburne Times-Review	4,075	Everett Covington/Maple Valley Reporter	24,111		



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Source: USA WEEKEND Magazine's Total Circulation reflects 1/1/12 carrier newspaper market list. Carrier newspaper circulation figures based on ABC, CAC, VAC or publisher-certified circulation for the most recent 6-month audit period.

EXHIBIT 3

SiteUrl	Channel
Autoaubaine.com	Automotive
autokmh.com	Automotive
automotto.com	Automotive
automotto.org	Automotive
Autosmag.ca	Automotive
carsoundsystemsideas.com	Automotive
CVAutos.com	Automotive
leblogauto.ca	Automotive
Motomag.ca	Automotive
natm.com	Automotive
Vrmagazine.ca	Automotive
1SeriesOnline.com	Automotive
240Forum.com	Automotive
300cForums.com	Automotive
350z-tech.com	Automotive
3si.org	Automotive
460Ford.com	Automotive
4RunnerForum.com	Automotive
4WDAndSportUtility.com	Automotive
4WheelOffRoad.com	Automotive
502streetscene.net	Automotive
6mt.net	Automotive
6speedOnline.com	Automotive
7thGenHonda.com	Automotive
8-Lug.com	Automotive
8thCivic.com	Automotive
a5oc.com	Automotive
AceLinks.net	Automotive
acuraforums.com	Automotive
acuralegend.com	Automotive
AcuraWorld.com	Automotive
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ATVConnection.com	Automotive
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AudiForum.ca	Automotive
audiforums.com	Automotive
Audi-Forums.com	Automotive
audiworld.com	Automotive
AutoBuyGuide.com	Automotive
AutoCreditExpress.com	Automotive
autoexpert.ca	Automotive
AutoFederation.com	Automotive
autoguide.com	Automotive
AutoLoansinDetroit.com	Automotive
AutoLoansinMichigan.com	Automotive
AutomobileMag.com	Automotive
Automotive.com	Automotive
AutomotiveAddicts.com	Automotive

automotiveprimers.com	Automotive
automotoportal.com	Automotive
AutoNetFinancial.com	Automotive
autoshopper.com	Automotive
Autospies.com	Automotive
autotraderclassics.com	Automotive
B15Sentra.net	Automotive
BadCreditCarDealers.com	Automotive
BenzForum.com	Automotive
BenzWorld.org	Automotive
bikerspost.com	Automotive
bimmerfile.com	Automotive
BimmerWerkz.com	Automotive
BlazerForum.com	Automotive
blog.autoshopper.com	Automotive
bmwblog.com	Automotive
BonnevilleForum.com	Automotive
BoxsterForums.com	Automotive
bringatrailer.com	Automotive
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BuyandPayHere.com	Automotive
Cadillacforum.com	Automotive
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CamaroForums.com	Automotive
CamaroPerformers.com	Automotive
Camaros.net	Automotive
CanadianCarAudio.com	Automotive
CarAndDriver.com	Automotive
caraudiomag.com	Automotive
carbodydesign.com	Automotive
CarCraft.com	Automotive
CarGurus.com	Automotive
carreviewsandnews.com	Automotive
CarSoup.com	Automotive
CBRForum.com	Automotive
ChallengerTalk.com	Automotive
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ChevyTeam.com	Automotive
chryslerforum.com	Automotive
cincystreetscene.com	Automotive
circletrack.com	Automotive
CivicForums.com	Automotive
classiccars.com	Automotive
classicdriver.com	Automotive

ClassicOldsmobile.com	Automotive
classictrucks.com	Automotive
Clubarmada.com	Automotive
ClubFrontier.org	Automotive
ClubLexus.com	Automotive
ClubTitan.org	Automotive
ClubXterra.org	Automotive
CobaltSS.com	Automotive
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ConsumerGuideAuto.HowStuffWorks.com	Automotive
Corral.net	Automotive
Corvette-Forum.com	Automotive
CorvetteForums.com	Automotive
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CT200Hforum.com	Automotive
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DieselPlace.com	Automotive
dieselpowermag.com	Automotive
DigitalCorvettes.com	Automotive
dodgechallenger.com	Automotive
dodgeforum.com	Automotive
DodgeIntrepid.net	Automotive
Dodge-Nitro.com	Automotive
DriveAccord.net	Automotive
DrivenMag.com	Automotive
DriversLane.com	Automotive
Driveway.ca	Automotive
D-series.org	Automotive
DSMTalk.com	Automotive
DuramaxForum.com	Automotive
ElCaminoCentral.com	Automotive
ElementOwnersClub.com	Automotive
EuropeanCarWeb.com	Automotive
EuroTuner.com	Automotive
EvolutionM.net	Automotive
evotuners.net	Automotive
F150Online.com	Automotive
FCXclub.com	Automotive
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FT86talk.com	Automotive
FullsizeBronco.com	Automotive
G35Driver.com	Automotive
g6ownersclub.com	Automotive
G8Board.com	Automotive
G8Forum.com	Automotive
gaspedaladdicts.com	Automotive
GenCoupe.com	Automotive
GenesisForums.com	Automotive
GermanAutoForums.com	Automotive
getauto.com	Automotive
Gmforum.com	Automotive
gmhightechperformance.com	Automotive
Gminsidenews.com	Automotive
greencar.com	Automotive
GreenHybrid.com	Automotive
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GTRforums.com	Automotive
H2Fanatic.com	Automotive
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InsightCentral.net	Automotive
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IsuzuForums.com	Automotive
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LS1Tech.com	Automotive
mautofied.com	Automotive
Maxima.org	Automotive
Mazda3Club.com	Automotive
Mazda6Club.com	Automotive
MazdaForum.com	Automotive
MazdaWorld.org	Automotive
MBWorld.org	Automotive
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MercuryForum.com	Automotive
Mini2.com	Automotive
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mitsubishiforum.com/forum/	Automotive
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Modified.com	Automotive
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modifiedle.com	Automotive
ModMotorTech.com	Automotive
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MuscleMustangFastFords.com	Automotive
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MX6.com	Automotive
My.is	Automotive
My350z.com	Automotive
MyG37.com	Automotive
NewAgeGTO.com	Automotive
NewCar.com	Automotive
NewScionXB.com	Automotive
NissanClub.com	Automotive
NissanForum.com	Automotive
NissanMaximas.com	Automotive
NissanMurano.org	Automotive
NorthAmericanMotoring.com	Automotive
Novas.net	Automotive
OdysseyOwnersClub.com	Automotive
off-road.com	Automotive
off-roadweb.com	Automotive
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OptimaForums.com	Automotive
PassionFord.com	Automotive
Performancetrucks.net	Automotive
Piloteers.org	Automotive
PontiacTalk.com	Automotive
PopularHotRodding.com	Automotive
Powerstroke.org	Automotive
PreludeOnline.com	Automotive
R8Talk.com	Automotive
ranger-Forums.com	Automotive
rcuniverse.com	Automotive
RedlineForums.com	Automotive
redliners.ca	Automotive
RegalForums.com	Automotive
RennList.com	Automotive
RidgelineOwnersClub.com	Automotive
RoadAndTrack.com	Automotive

rodandcustommagazine.com	Automotive
rsportscars.com	Automotive
RVMagOnline.com	Automotive
RX7Club.com	Automotive
RX8Club.com	Automotive
S10forum.com	Automotive
S2000.com	Automotive
Saabforums.com	Automotive
SaabScene.com	Automotive
Saturnforum.com	Automotive
S-chassis.com	Automotive
ScionForum.com	Automotive
Scionlife.com	Automotive
scooby.net.com	Automotive
seriouswheels.com	Automotive
skyroadster.com	Automotive
smartcarofamerica.com	Automotive
sportcompactcarweb.com	Automotive
sportscardigest.com	Automotive
sporttruck.com	Automotive
Sr20Forum.com	Automotive
StevesNovaSite.com	Automotive
stockcarracing.com	Automotive
streetrodweb.com	Automotive
Stuntlife.com	Automotive
SubaruForester.org	Automotive
SubaruOutback.org	Automotive
supercars.net	Automotive
superchevy.com	Automotive
SuperhawkForum.com	Automotive
superhonda.com	Automotive
superstreetonline.com	Automotive
suzukiforum.com	Automotive
Suzuki-Forums.com	Automotive
swedespeed.com	Automotive
TaurusClub.com	Automotive
tennspeed.net	Automotive
thatsracin.com	Automotive
TheDieselStop.com	Automotive
thedriversnetwork.com	Automotive
TheTruthaboutCars.com	Automotive
TitanTalk.com	Automotive
topgear.com	Automotive
TorontoCivics.com	Automotive
TorontoIntegras.ca	Automotive
ToyotaCelicas.com	Automotive
ToyotaNation.com	Automotive
Toyota-Yaris.com	Automotive
TrailVoy.com	Automotive

TruckForums.com	Automotive
truckinweb.com	Automotive
truckshopper.com	Automotive
TruckTrend.com	Automotive
TrueCar.com	Automotive
TSXclub.com	Automotive
TundraSolutions.com	Automotive
TundraTalk.net	Automotive
TunerFriends.com	Automotive
Turbododge.com	Automotive
TurboMagazine.com	Automotive
vehix.com	Automotive
velocetoday.com	Automotive
VetteHound.com	Automotive
vetteweb.com	Automotive
Vintage-mustang.com	Automotive
ViperAlley.com	Automotive
VoltForums.com	Automotive
VolvoForums.com	Automotive
Vseries.net	Automotive
vweosclub.com	Automotive
VWForum.com	Automotive
VWTrendsWeb.com	Automotive
vwvortex.com	Automotive
Wikicars.org	Automotive
WRXTuners.com	Automotive
XLRForum.com	Automotive
YotaTech.com	Automotive
YourScionTC.com	Automotive
Z06Vette.com	Automotive
Zdriver.com	Automotive
ZDXforum.com	Automotive
boats.com	Automotive
boatshopper.com	Automotive
marine.com	Automotive
sailinganarchy.com	Automotive
sailingscuttlebutt.com	Automotive
sailmag.com	Automotive
sailnet.com	Automotive
speedwake.com	Automotive
YachtingMag.com	Automotive
yachtworld.com	Automotive
edmunds.com	Automotive
lemonfree.com	Automotive
sailboattraderonline.com	Automotive
searchnycars.com	Automotive
SmartCarFinder.com	Automotive
usedcars.com	Automotive
50mustangandsuperfords.com	Automotive

astonmartinlife.com	Automotive
automobilesdeluxe.tv	Automotive
benzinsider.com	Automotive
corvettefever.com	Automotive
ferrarichat.com	Automotive
ferrarilife.com	Automotive
Insideline.com	Automotive
lifewelldriven.com	Automotive
maseratilife.com	Automotive
megayachtnews.org	Automotive
wealthywheels.com	Automotive
atvrideronline.com	Automotive
baggersmag.com	Automotive
BikerForums.org	Automotive
cycleworld.com	Automotive
dirtrider.com	Automotive
hotbikeweb.com	Automotive
motocross.com	Automotive
motorcyclecruiser.com	Automotive
motorcyclistonline.com	Automotive
powersports.honda.com	Automotive
sportrider.com	Automotive
streetchopperweb.com	Automotive
superstreetbike.com	Automotive
thumpertalk.com	Automotive
atlanta.citybizlist.com	CareerRecruiting
atlantajobs.com	CareerRecruiting
baltimore.citybizlist.com	CareerRecruiting
boston.citybizlist.com	CareerRecruiting
bostonjobs.com	CareerRecruiting
careerbuilder.com	CareerRecruiting
charlotteraleigh.citybizlist.com	CareerRecruiting
chicagojobs.com	CareerRecruiting
ctjobs.com	CareerRecruiting
dallas.citybizlist.com	CareerRecruiting
dc.citybizlist.com	CareerRecruiting
driverjobs.com	CareerRecruiting
fayettevillejobs.com	CareerRecruiting
houston.citybizlist.com	CareerRecruiting
jacksonvillejobs.com	CareerRecruiting
Jobbi.com	CareerRecruiting
jobfetch.com	CareerRecruiting
jobster.com	CareerRecruiting
longislandjobs.com	CareerRecruiting
monster.com	CareerRecruiting
newjerseycareers.com	CareerRecruiting
newyork.citybizlist.com	CareerRecruiting
ontargetjobs.com	CareerRecruiting
philly.citybizlist.com	CareerRecruiting

pittsburgh.citybizlist.com	CareerRecruiting
quintcareers.com	CareerRecruiting
snagajob.com	CareerRecruiting
southflorida.citybizlist.com	CareerRecruiting
vegasjobs.com	CareerRecruiting
americasjobexchange.com	CareerRecruiting
Entrepreneur.com	CareerRecruiting
tampacareers.com	CareerRecruiting
abcya.com	Education
academicpedsjnl.net	Education
askthebrain.com	Education
britannica.com	Education
education.com	Education
Infobourg.com	Education
collegecram.com	Education
DegreeVillage.com	Education
Dictionary.com	Education
Education-Reference.com	Education
Thesaurus.com	Education
reptilearchive.com	Education
whaleindex.com	Education
arthistorycommunity.com	Education
50states.com	Education
babylon.com/define/	Education
barnesandnoble.com	Education
bookwolf.com	Education
britannica.com	Education
cafegeenius.com	Education
citationmachine.net	Education
college-cram.com	Education
counselingeducation.com	Education
dictionary-babylon.com	Education
ecampus.com	Education
helium.com	Education
history.com	Education
internet4classrooms.com	Education
italki.com	Education
jiffynotes.com	Education
lawschoolschooldiscussion.org	Education
maps.com	Education
mapsofworld.com	Education
Merriam-Webster.com	Education
ratemyteachers.com	Education
rorotoko.com	Education
schooldigger.com	Education
shmoop.com	Education
sparknotes.com	Education
squidoo.com	Education
studyworld.com	Education

suite101.com	Education
teleread.com	Education
thefreedictionary.com	Education
thesaurus.babylon.com	Education
translation.babylon.com	Education
visual.merriam-webster.com	Education
wordreference.com	Education
worldatlas.com	Education
Xplana.com	Education
xtimeline.com	Education
youniversitytv.com	Education
freecourtdockets.com	Education
lawyers.com	Education
martindale.com	Education
volokh.com	Education
languageisavirus.com	Education
literaturedepot.com	Education
answers.com	Education
bibme.org	Education
brainyquote.com	Education
easybib.com	Education
howcast.com	Education
ikonet.com	Education
merriam-webster.com	Education
refdesk.com	Education
RovingScholar.com	Education
spanishdict.com	Education
thefullwiki.com	Education
wikia.com	Education
wolframalpha.com	Education
yourdictionary.com	Education
anthropologycommunity.com	Education
astrology.com	Education
astronomyindex.com	Education
biochemistrynetwork.com	Education
biologycommunity.com	Education
chemistryarchive.com	Education
dinosaurnetwork.com	Education
ineedce.com	Education
popsci.com	Education
scienceillustrated.com	Education
985fm.ca	Entertainment
985sports.ca	Entertainment
adventoutpost.com	Entertainment
Astro.qc.ca	Entertainment
breakingdawnmovie.org	Entertainment
britishexpats.com	Entertainment
Chezmaya.com	Entertainment
cime.fm	Entertainment

Cinemaclock.com	Entertainment
ckoi.com	Entertainment
Cliqueduplicateau.com	Entertainment
ConcoursConcours.com	Entertainment
ConcoursWeb.com	Entertainment
craveonline.com	Entertainment
dailyviral.com	Entertainment
decodedstuff.com	Entertainment
Dromadaire.com	Entertainment
entertonement.com	Entertainment
everyjoe.com	Entertainment
filmannex.com	Entertainment
GagnezGros.ca	Entertainment
GillesParent.com	Entertainment
Humourhumour.com	Entertainment
Incroyable.org	Entertainment
Leblogue.ca	Entertainment
loftstory.abotch.com	Entertainment
ma.planete.qc.ca	Entertainment
marriland.com	Entertainment
metromix.com	Entertainment
moillusions.com	Entertainment
monkeysee.com	Entertainment
montrealnow.com	Entertainment
motionfeeds.com	Entertainment
mymodernmet.com	Entertainment
mynippon.com	Entertainment
mypodstudios.com	Entertainment
n4g.com	Entertainment
necolebitchie.com	Entertainment
Norja.net	Entertainment
ntdtv.com	Entertainment
okmagazine.com	Entertainment
ology.com	Entertainment
omg-facts.com	Entertainment
over-blog.com	Entertainment
People.com	Entertainment
phpmotion.in	Entertainment
pinkvilla.com	Entertainment
plunderguide.com	Entertainment
Psychonet.fr	Entertainment
rapdose.com	Entertainment
richworldproblems.com	Entertainment
Safarir.com	Entertainment
sharenator.com	Entertainment
slashfilm.com	Entertainment
slightlywarped.com	Entertainment
smackjeeves.com	Entertainment
soapcentral.com	Entertainment

splitsider.com	Entertainment
starcasm.net	Entertainment
starpulse.com	Entertainment
superiorpics.com	Entertainment
tasteofawesom.com	Entertainment
teenspot.com	Entertainment
thatvideosite.com	Entertainment
theberry.com	Entertainment
thecontaminated.com	Entertainment
thehdroom.com	Entertainment
theinsider.com	Entertainment
the-leaky-cauldron.org	Entertainment
tomandlorenzo.com	Entertainment
ToutACoup.ca	Entertainment
tvfanatic.com	Entertainment
Undergroundmusix.com	Entertainment
Unmondefou.com	Entertainment
unrealitymag.com	Entertainment
VideoBB.com	Entertainment
videoinmybackyard.com	Entertainment
weeworld.com	Entertainment
x17online.com	Entertainment
ArtInfo.com	Entertainment
artltdmag.com	Entertainment
artruby.com	Entertainment
artscenecal.com	Entertainment
artwelove.com	Entertainment
BET.com	Entertainment
contemporaryartdaily.com	Entertainment
deviantart.com	Entertainment
examiner.com	Entertainment
execdigital.com	Entertainment
flavorpill.com	Entertainment
flavorwire.com	Entertainment
lucywho.com	Entertainment
MutualArt.com	Entertainment
philadelphiaweekly.com	Entertainment
popgalaxy.com	Entertainment
TheCelebrityCafe.com	Entertainment
thelifeofluxury.com	Entertainment
theluxuryhub.com	Entertainment
trendhunter.com	Entertainment
twistedsifter.com	Entertainment
Universalnightlife.com	Entertainment
visualartsource.com	Entertainment
craftster.org	Entertainment
elitechoice.org	Entertainment
entertainmentwallpaper.com	Entertainment
livepuntamita.com	Entertainment

smosh.com	Entertainment
About.com	Entertainment
americansuperstarmag.com	Entertainment
answerbag.com	Entertainment
AWarehouseMagazine.com	Entertainment
awesomenator.com	Entertainment
bartendercentral.com	Entertainment
buzzlol.com	Entertainment
buzzsugar.com	Entertainment
chacha.com	Entertainment
CityTV.com	Entertainment
coldarmy.com	Entertainment
comics.com	Entertainment
coolquiz.com	Entertainment
cracked.com	Entertainment
dailypuppy.com	Entertainment
dilbert.com	Entertainment
Dine.to	Entertainment
drewreports.com	Entertainment
EntertainmentWise.com	Entertainment
environmentalgraffiti.com	Entertainment
essortment.com	Entertainment
EventFul.com	Entertainment
examiner.com	Entertainment
GameSpy.com	Entertainment
GameStats.com	Entertainment
garfield.com	Entertainment
Gigwise.com	Entertainment
goodmusicdaily.com	Entertainment
GospelCity.com	Entertainment
hollywoodunwrapped.com	Entertainment
honolulupulse.com	Entertainment
iminent.com	Entertainment
interfacelift.com	Entertainment
leasticoulddo.com	Entertainment
mania.com	Entertainment
metrolyrics.com	Entertainment
mgid.com	Entertainment
mocospace.com	Entertainment
motherboard.tv	Entertainment
myfreewallpapers.com	Entertainment
myfuncards.com	Entertainment
mylifetime.com	Entertainment
myxer.com	Entertainment
nadatodo.com	Entertainment
nationalenquirer.com	Entertainment
neatorama.com	Entertainment
nowpublic.com	Entertainment
omgpop.com	Entertainment

outside.in	Entertainment
overheardintheoffice.com	Entertainment
photo.net	Entertainment
Pixdaus.com	Entertainment
popsugar.com	Entertainment
popularscreensavers.com	Entertainment
portablenorthpole.tv	Entertainment
preprod.dailymotion.com	Entertainment
Read-Out-Loud.com	Entertainment
readoz.com	Entertainment
Screencrave.com	Entertainment
smbc-comics.com	Entertainment
soultrain.com	Entertainment
soyouwanna.com	Entertainment
Taletela.com	Entertainment
tarot.com	Entertainment
tattoojohnny.com	Entertainment
TheCoast.Ca	Entertainment
thedreamlandchronicles.com	Entertainment
theduckwebcomics.com	Entertainment
thefuntimesguide.com	Entertainment
thehollywoodreporter.com	Entertainment
themarysue.com	Entertainment
uniquescreenmedia.com	Entertainment
viceland.com	Entertainment
weblocal.ca	Entertainment
wordpress.com	Entertainment
wowio.com	Entertainment
accesshollywood.com	Entertainment
batman-on-film.com	Entertainment
bouncemag.com	Entertainment
celebritycrunch.com	Entertainment
celebrityschoolpics.com	Entertainment
celebrityvipplounge.com	Entertainment
Cherryontop.com	Entertainment
complex.com	Entertainment
deadlinehollywooddaily.com	Entertainment
digitalspy.com	Entertainment
eonline.com	Entertainment
ew.com	Entertainment
famegame.com	Entertainment
fancast.com	Entertainment
fridaynightlightsfan.com	Entertainment
generalhospitalhappenings.com	Entertainment
givememyremote.com	Entertainment
globemagazine.com	Entertainment
gossipcop.com	Entertainment
gossipgirl.net	Entertainment
highsnobiety.com	Entertainment

hollywire.com	Entertainment
hollywooddame.com	Entertainment
hollywoodlife.com	Entertainment
hollywoodreporter.com	Entertainment
mentalfloss.com	Entertainment
moejackson.com	Entertainment
parade.com	Entertainment
people.com	Entertainment
popcrunch.com	Entertainment
rick.com	Entertainment
younghollywood.com	Entertainment
asuitablewardrobe.dynend.com	Entertainment
beautyandstyle.com	Entertainment
beautynova.com	Entertainment
BlackBookMag.com	Entertainment
bloginity.com	Entertainment
BurdaStyle.com	Entertainment
chictopia.com	Entertainment
COLOURlovers.com	Entertainment
dearsugar.com	Entertainment
EcoSalon.com	Entertainment
emohairstyle.blogspot.com	Entertainment
exposay.com	Entertainment
FabricMag.com	Entertainment
fadeddesign.com	Entertainment
fadedtribune.com	Entertainment
fashioncopious.typepad.com	Entertainment
fashionetc.com	Entertainment
fashionfuss.com	Entertainment
fashionism.com	Entertainment
FashionWars.com	Entertainment
greatestlook.com	Entertainment
hairfinder.com	Entertainment
hairmotif.com	Entertainment
hauteliving.com	Entertainment
hintmag.com	Entertainment
i-amour.com	Entertainment
ilovebling.org	Entertainment
MadameNoire.com	Entertainment
mademansion.com	Entertainment
magxone.com	Entertainment
myfdb.com	Entertainment

EXHIBIT 4

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

If You Purchased and/or Paid for Flonase or Generic Flonase A Class Action Settlement Could Affect You

A court authorized this notice. This is not a solicitation from a lawyer. You are not being sued.

- A proposed Settlement has been reached in a class action lawsuit regarding the prescription nasal spray Flonase. The lawsuit claims that the seller of Flonase violated state laws by delaying the availability of generic versions of Flonase. The seller is SmithKline Beecham Corporation doing business as GlaxoSmithKline (“GSK”). GSK denies it has done anything wrong but has agreed to the Settlement to resolve the controversy and to avoid the cost and expense of further litigation.
- GSK has agreed to settle the claims in the lawsuit for a total of \$35 million. This includes the claims of consumers and health insurers, which are referred to as Third-Party Payors (“TPPs”) in the Class.
- You may be included if you made a percentage co-payment or paid for all or part of the cost of Flonase and/or its generic equivalents during the time period from May 19, 2004 to March 31, 2009. *See* question 4 for details.
- The generic version of Flonase is called fluticasone propionate nasal spray.

The lawsuit does not claim that Flonase or its generic equivalents are unsafe or ineffective.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT		
You May:	Brief Description:	Due Date:
DO NOTHING	By doing nothing, you remain in the Class and you give up any rights to sue GSK on your own about the same legal claims in these lawsuits. However, if you do not file a claim, you will not receive any payment from the Settlement.	N/A
FILE A CLAIM	The only way to get a payment from the Settlement.	TBA
EXCLUDE YOURSELF	You may exclude yourself from the Settlement and keep your right to sue at your own expense. If you do so, you will not receive any payment from the Settlement.	TBA
OBJECT TO THE SETTLEMENT	Remain in the Settlement and write to the Court about what you think about the Settlement.	TBA

- Your options are explained in more detail in this notice. To be excluded, you must act before Month XX, **2013**.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	PAGE 3
1. Why was this Notice issued?	
2. What are the lawsuits about?	
3. What is a class action?	
WHO IS IN THE CLASS AND SETTLEMENT	PAGE 4
4. How do I know if I am part of the Class and the Settlement?	
5. What does “purchased and/or paid for” Flonase or generic Flonase mean?	
6. Who else is included in the Settlement?	
7. What if I’m still not sure if I’m included in the Class?	
THE SETTLEMENT’S BENEFITS	PAGE 5
8. What does the Settlement Provide?	
9. What do I have to do to get a payment?	
10. How much will my payment be?	
EXCLUDING YOURSELF FROM THE SETTLEMENT	PAGE 6
11. How do I get out of the Settlement?	
12. If I don’t exclude myself from the Settlement, can I sue GSK for the same thing later?	
13. If I exclude myself, can I still get a payment from the Settlement?	
14. What happens if I do nothing and stay in the Settlement?	
THE LAWYERS REPRESENTING YOU	PAGE 7
15. Do I have a lawyer in this case?	
16. How will the lawyers be paid?	
OBJECTING TO THE SETTLEMENT.....	PAGE 8
17. How do I tell the Court what I think about the Settlement?	
18. What’s the difference between objecting and excluding?	
THE FINAL APPROVAL HEARING	PAGE 9
19. When and where will the Court decide whether to approve the Settlement?	
20. Do I have to come to the Hearing?	
21. May I speak at the Hearing?	
GETTING MORE INFORMATION.....	PAGE 10
22. Where can I get more information?	

BASIC INFORMATION

1. Why was this Notice issued?

You have a right to know about the Settlement of two class action lawsuits that are consolidated and pending in the U.S. District Court for the Eastern District of Pennsylvania: *In re: Flonase Antitrust Litigation*, No. 08-CV-3301 and *Medical Mutual of Ohio v. GSK*, No. 12-CV-4212 (“the lawsuit”). The lawsuit involves purchases of Flonase and its generic equivalents in the United States and its territories. U.S. District Court Judge Anita Brody is overseeing the case. The people who sued are called plaintiffs, and the company they sued is called the defendant, which in this case is GSK.

2. What are the lawsuits about?

The lawsuit relates to GSK’s prescription nasal spray Flonase, which is used to treat the nasal symptoms of allergies. The lawsuit claims that GSK violated state laws by delaying the availability of the generic equivalents of Flonase. The lawsuit is only about pricing and availability, not about the safety of Flonase or generic Flonase.

Specifically, the lawsuit claims that GSK filed “sham” citizen petitions with the FDA in order to delay the approval of generic versions of Flonase. Plaintiffs argue that this alleged conduct suppressed or eliminated competition that GSK would have faced from generic pharmaceutical manufacturers. Plaintiffs further claim that Class Members were injured by paying more for Flonase nasal spray than they would have paid otherwise and/or from being unable to purchase less expensive, generic versions of Flonase. As a result, Plaintiffs claim that Class Members were overcharged for Flonase nasal spray and its generic versions. A copy of the Plaintiffs’ Consolidated Class Action Complaint, filed _____ is available at www._____.Settlement.com.

GSK denies these claims, and denies that it did anything wrong. GSK states that it filed meritorious citizen petitions with the FDA that are entitled to First Amendment protection. GSK argues that its conduct did not delay the entry of generic versions of Flonase into the market. GSK also denies that it had monopoly power. No court or other authority has found that GSK engaged in any wrongdoing. GSK has entered into the Settlement solely to avoid further expense, inconvenience, and the burden of this litigation.

Following investigation of the facts and extensive negotiations with Defendant, Plaintiffs, on behalf of the Class, entered into a Settlement Agreement with GSK. The terms of the Settlement, which is subject to final approval by the Court, are set forth in a written Settlement Agreement dated December 6, 2012. The Settlement Agreement is available for review at www._____.Settlement.com.

3. What is a class action?

In a class action, one or more persons or entities, called class representatives, sue on behalf of those who have similar claims. All these persons or entities are a “class” or “class members.” One court resolves the issues for all class members, except for those who exclude themselves from the class.

WHO IS IN THE CLASS AND THE SETTLEMENT

4. How do I know if I am part of the Class and the Settlement?

You are a Consumer Class Member if you purchased and/or paid for, in whole or in part, Flonase or generic Flonase for personal, family or household consumption, anywhere in the United States and its territories, from May 19, 2004 through March 31, 2009.

Excluded from the Class are:

- (1) The Defendant and its officers, directors, management, employees, predecessors-in-interest, successors-in-interest, assignees or affiliates, and subsidiaries;
- (2) The United States and/or State governments and their agencies and departments, except to the extent they purchased branded Flonase or its generic equivalents for their employees or others covered by a government employee health plan;
- (3) All entities who purchased Flonase and/or generic Flonase directly from Defendant or its affiliates or purchased Flonase and/or generic Flonase for resale, but only to the extent of such purchases as a direct purchaser or for resale;
- (4) Any judge or special master who has presided over the Actions; and
- (5) All Settling Health Plans or “SHPs,” a group of TPPs that have also settled with GSK for \$11 million under a separate agreement. Class Counsel negotiated with the SHPs to make sure that their payments were approximately proportionate to those of Class Members net of attorneys’ fees. As a result, the SHPs may receive payments from the Settlement Fund or they may contribute funds to the Settlement Fund to ensure this reconciliation.

5. What does “purchased and/or paid for” Flonase or generic Flonase mean?

You “purchased and/or paid for ” Flonase or generic Flonase if you were:

- (a) An uninsured consumer who paid the entire cost of the prescription,
- (b) An insured consumer who made a co-payment or other partial out-of-pocket payment, or paid the entire cost because you had not met a deductible amount or had exceeded a benefit cap under your health plan or the cost was not otherwise covered under your health plan.

6. Who else is included in the Settlement?

In addition to consumers, entities, known as Third-Party Payors or TPPs, are also included in the Class if they paid for or reimbursed for these products during the time periods as outlined above. TPPs could include health insurers, employee welfare benefit plans, governmental

plans, or union plans that paid some portion of the cost of Flonase or its generic, for employees or family members of employees insured under these plans.

Also involved in the Settlement, but excluded from the Class, are SHPs.

7. What if I'm still not sure if I'm included in the Class?

If you are still not sure whether you are included, you can get more information at [www.\[Website\].com](http://www.[Website].com), or get free help by calling or writing the lawyers in this case, at the phone number or address listed in Question 15.

THE SETTLEMENT'S BENEFITS

8. What does the Settlement provide?

GSK will pay \$35 million into a Settlement Fund to settle all claims in the lawsuit made on behalf of consumers and TPPs in the Class. Attorneys' fees and expenses, including costs of administering the proposed Settlement, and Class Representative incentive payments will be deducted from the \$35 million. The remaining amount will be distributed *pro rata* according to the Plan of Allocation (*see* Question 10 below).

More details are in the Settlement Agreement, available at [www.\[Website\].com](http://www.[Website].com).

9. What do I have to do to get a payment?

To be eligible to receive a payment if the Court approves the Settlement, you must fill out and submit a valid Consumer Claim Form by [\[insert date\]](#). A Consumer Claim Form is attached to this Notice and can also be completed and submitted online at www.website.com. It must be submitted online or postmarked by [\[insert date\]](#). Read the instructions carefully. To the best of your ability, fill out the form and include all the information the form requests, including your signature. Then either scan the signed form and submit it electronically or mail it to the Settlement Administrator at:

Flonase Consumer Settlement
P.O. Box XXXX
City, State Zip

Please do not dispose of any documents that reflect your purchases of branded or generic Flonase for which you may make a claim in this case. You may need these documents to support or complete your Claim Form.

10. How much will my payment be?

The Settlement Fund will be distributed based on valid claims submitted on time by consumers and TPPs, allowed by the Claims Administrator and approved by the Court. Distributions will be calculated as follows:

- (a) All attorneys' fees, litigation expenses, and incentive awards awarded by the Court, and all costs of Settlement Notice and administration, will be deducted from the Settlement Fund; and
- (b) The SHP payments or contributions will be added to or deducted from the Settlement Fund. These amounts will be calculated according to a Plan of Allocation that is available at www._____.com; then
- (c) The remaining Settlement Fund will be allocated *pro rata* to each Class Member. Claims will be calculated by (1) multiplying the remaining Settlement Fund by the allowed claim amount, and then, (2) dividing by the total amount of all allowed claims. The Claims Administrator will allow only 25% of the otherwise timely and valid claim amount submitted by any consumer who either:
 - Purchased Flonase or its generic equivalents under a health plan that required the same copayment amount, regardless of whether a brand or generic drug was purchased, or
 - Purchased branded Flonase after March 6, 2006, the date a generic became available.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from the Settlement, and you want to keep the right to sue GSK on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Class.

11. How do I get out of the Settlement?

If you wish to exclude yourself from the Settlement, you must send a letter that includes the following:

- Your full name and address;
- A statement saying that you want to be excluded from the Settlement in *In re: Flonase Antitrust Litigation*, No. 08-CV-3301;
- Your signature; and
- If you claim to have authority to exclude a Class Member in a representative capacity, you must provide all information requested and written evidence of your specific authority to exclude the Class Member in a representative capacity.

The request for exclusion must be received by the Claims Administrator no later than [insert date], at the following address:

[Administrator]	[Copy to:
-----------------	-----------

	Attorney]
--	-----------

12. If I don't exclude myself from the Settlement, can I sue GSK for the same thing later?

No. Unless you exclude yourself, you give up the right to sue GSK for the claims that the Settlement resolves. If you have a pending lawsuit against GSK that involves the claims resolved by the Settlement, speak to your lawyer in that lawsuit immediately. You must exclude yourself from the Settlement Class to continue your own lawsuit.

13. If I exclude myself, can I still get a payment from the Settlement?

No. You will not get any money if you exclude yourself from the Settlement.

14. What happens if I do nothing and stay in the Settlement?

If you remain in the Settlement, you will be bound by the Court's decisions. Unless you exclude yourself, you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against GSK about the legal issues in this case, ever again.

You will also be bound by all terms of the Settlement Agreement, including, among other things, the Release and Discharge provision. This means that if the Settlement becomes final, you will be releasing any claims you have against GSK as described in Section XX of the Settlement Agreement. The Settlement Agreement is available at www.website.com or by calling 1-800-000-0000.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes. The Court has appointed the following attorneys to represent you and other Class Members:

Marvin A. Miller
Lori A. Fanning
Miller Law LLC
115 S. LaSalle Street, Suite 2910
Chicago, IL 60603
312.332.3400

Michael M. Buchman
600 Third Avenue
New York, NY 10016
212.661.1100

These lawyers are called Class Counsel. You won't be charged personally for these lawyers, but they will ask the Court to award them a fee that will be paid out of the Settlement Fund.

16. How will the lawyers be paid?

Class Counsel will ask the Court for an award from the Settlement Fund for attorneys' fees in an amount not to exceed one-third of the Settlement Fund, plus interest. This request will cover all professional services already provided in this lawsuit, as well as all future services. Class Counsel's application for the award of attorneys' fees and reimbursement of expenses will be filed with the Clerk of the Court on or before [insert date], and posted at www.website.com shortly thereafter.

At the Final Approval Hearing, Class Counsel will also apply to the Court for incentive awards to be paid from the Settlement Fund to the Class Representatives in recognition of their efforts in initiating and pursuing this litigation on behalf of the Settlement Class. Requested amounts will not exceed \$25,000.00 for each of the TPP Class Representatives and \$10,000 for the Consumer Class Representative. The petition for the incentive awards to be paid to Plaintiffs will be filed with the Clerk of the Court on or before [insert date], and posted at www.website.com shortly thereafter.

OBJECTING TO THE SETTLEMENT

If you do not exclude yourself, you can tell the Court that you don't agree with the Settlement or part of it.

17. How do I tell the Court what I think about the Settlement?

If you have comments about, or disagree with any aspect of the Settlement, including the requested attorneys' fees, you may express your views to the Court by writing to the address below. To comment, or object, you must submit a letter that includes the following:

- Your name, address, and telephone number;
- A statement saying that you object to the Settlement in *In re: Flonase Antitrust Litigation*, No. 08-CV-3301;
- The specific legal and/or factual reasons for your objections, including any briefs and evidentiary materials you want the Court to consider;
- Proof that you are a Class Member; and
- Your signature or the signature of a person with the authority to make the objection on your behalf, along with a statement of the basis for that authority.

The response must be filed with the Court, and received by Counsel, on or before [insert date] at the following addresses:

Clerk of Court, United States District Court Address Philadelphia, Pennsylvania [[zip]]	Class Counsel Marvin A. Miller Lori A. Fanning Miller Law LLC	Counsel for GSK Stephen Kastenberg Ballard Spahr 1735 Market Street
---	--	--

	115 LaSalle Street, Suite 2910 Chicago, IL 60603 312.332.3400 Michael M. Buchman 600 Third Avenue New York, NY 10016 212.661.1100	Philadelphia, PA 19103 215.665.8500
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18. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from it. Excluding yourself from the Settlement is telling the Court that you don't want to be part of it. If you exclude yourself from the Settlement, you have no basis to object because it no longer affects you.

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees, expenses, and incentive awards to the Plaintiffs. You may attend and you may ask to speak, but you don't have to.

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on [insert date] at the United States District Court, [[address]], Courtroom XXX, Philadelphia, Pennsylvania [[zip]], to: (1) determine whether the Settlement should be approved as fair, reasonable, and adequate; and (2) consider the award of attorneys' fees, reimbursement of expenses, and incentive awards to the Plaintiffs. If there are objections or comments, the Court will consider them at this time. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.website.com for updated information.

20. Do I have to come to the Hearing?

Attendance is not required, even if you properly mailed a written comment or objection. If you file an objection, you may appear at the hearing described below and present evidence and argument in support of your objection. In order to speak at the hearing you must file a Notice of Intention to Appear described below.

Class Counsel is prepared to answer the Court's questions. If you or your personal attorney want to attend the hearing, you are more than welcome at your expense. As long as your objection was received before the deadline, the Court will consider it.

21. May I speak at the Hearing?

If you want to speak or want your own lawyer instead of Class Counsel to speak at the Final Approval Hearing, you must give the Court a paper that is called a “Notice of Intention to Appear.” The Notice of Intention to Appear should include the following:

- Your name and address;
- A statement of your position to be asserted at the Final Approval Hearing and the grounds for your objections;
- Copies of any supporting papers or briefs;
- Your signature or the signature of your attorney.

The Notice of Intention to Appear must be filed with the Court on or before [insert date] at the address in Question 17 and also received by counsel listed in Question 17.

GETTING MORE INFORMATION

22. Where can I get more information?

If you want more detailed information, you may visit the website [www.\[Website\].com](http://www.[Website].com) where you will find the important case-related documents. You may also call toll-free at 1-800-000-0000 for more information, or write to Flonase Consumer Class, PO Box 0000, City, ST 00000.

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

If You Purchased, Paid for, Administered and/or Reimbursed for Flonase or Generic Flonase A Class Action Settlement Could Affect You

A court authorized this notice. This is not a solicitation from a lawyer. You are not being sued.

- A proposed Settlement has been reached in a class action lawsuit regarding the prescription nasal spray Flonase. The lawsuit claims that the seller of Flonase violated state laws by delaying the availability of generic versions of Flonase. The seller is SmithKline Beecham Corporation doing business as GlaxoSmithKline (“GSK”). GSK denies it has done anything wrong but has agreed to the Settlement to resolve the controversy and to avoid the cost and expense of further litigation.
- GSK has agreed to settle the claims in the lawsuit for a total of \$35 million. This includes the claims of Third-Party Payors (“TPPs”) and consumers in the Class.
- You may be included if you paid for or reimbursed all or part of the cost of Flonase and/or its generic equivalents for your members, employees, plan participants, beneficiaries or insureds during the period from May 19, 2004 to March 31, 2009. See question 5 for details.
- The generic version of Flonase is called fluticasone propionate nasal spray.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT		
You May:	Brief Description:	Due Date:
DO NOTHING	By doing nothing, you remain in the Class and you give up any rights to sue GSK on your own about the same legal claims in these lawsuits. However, if you do not file a claim, you will not receive any payment from the Settlement.	N/A
FILE A CLAIM	The only way to get a payment from the Settlement.	TBA
EXCLUDE YOURSELF	You may exclude yourself from the Settlement and keep your right to sue at your own expense. If you do so, you will not receive any payment from the Settlement.	TBA
OBJECT TO THE SETTLEMENT	Remain in the Settlement and write to the Court about what you think about the Settlement.	TBA

- Your options are explained in more detail in this notice. To be excluded, you must act before Month XX, **2013**.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	PAGE 3
1. Why was this Notice issued?	
2. What are the lawsuits about?	
3. What is a class action?	
WHO IS IN THE CLASS AND SETTLEMENT	PAGE 4
4. What is a TPP?	
5. How do I know if I am part of the Class and the Settlement?	
6. Who else is included in the Settlement?	
7. What if I'm still not sure if I'm included in the Class?	
THE SETTLEMENT'S BENEFITS	PAGE 5
8. What does the Settlement Provide?	
9. What do I have to do to get a payment?	
10. How much will my payment be?	
EXCLUDING YOURSELF FROM THE SETTLEMENT	PAGE 6
11. How do I get out of the Settlement?	
12. If I don't exclude myself from the Settlement, can I sue GSK for the same thing later?	
13. If I exclude myself, can I still get a payment from the Settlement?	
14. What happens if I do nothing and stay in the Settlement?	
THE LAWYERS REPRESENTING YOU	PAGE 7
15. Do I have a lawyer in this case?	
16. How will the lawyers be paid?	
OBJECTING TO THE SETTLEMENT.....	PAGE 8
17. How do I tell the Court what I think about the Settlement?	
18. What's the difference between objecting and excluding?	
THE FINAL APPROVAL HEARING	PAGE 9
19. When and where will the Court decide whether to approve the Settlement?	
20. Do I have to come to the Hearing?	
21. May I speak at the Hearing?	
GETTING MORE INFORMATION.....	PAGE 10
22. Where can I get more information?	

BASIC INFORMATION

1. Why was this Notice issued?

You have a right to know about the Settlement of two class action lawsuits that are consolidated and pending in the U.S. District Court for the Eastern District of Pennsylvania: *In re: Flonase Antitrust Litigation*, No. 08-CV-3301 and *Medical Mutual of Ohio v. GSK*, No. 12-CV-4212 (“the lawsuit”). The lawsuit involves purchases of Flonase and its generic equivalents in the United States and its territories. U.S. District Court Judge Anita Brody is overseeing the cases. The people who sued are called plaintiffs, and the company they sued is called the defendant, which in this case is GSK.

2. What are the lawsuits about?

The lawsuit relates to GSK’s prescription nasal spray Flonase, which is used to treat the nasal symptoms of allergies. The lawsuit claims that GSK violated state laws by delaying the availability of the generic equivalents of Flonase. The lawsuit is only about pricing and availability, not about the safety of Flonase or generic Flonase.

Specifically, the lawsuit claims that GSK filed “sham” citizen petitions with the FDA in order to delay the approval of generic versions of Flonase. Plaintiffs argue that this alleged conduct suppressed or eliminated competition that GSK would have faced from generic pharmaceutical manufacturers. Plaintiffs further claim that Class Members were injured by paying more for Flonase nasal spray than they would have paid otherwise and/or from being unable to purchase less expensive, generic versions of Flonase. As a result, Plaintiffs claim that Class Members were overcharged for Flonase nasal spray and its generic versions. A copy of the Plaintiffs’ Consolidated Class Action Complaint, filed _____ is available at www._____.Settlement.com.

GSK denies these claims, and denies that it did anything wrong. GSK states that it filed meritorious citizen petitions with the FDA that are entitled to First Amendment protection. GSK argues that its conduct did not delay the entry of generic versions of Flonase into the market. GSK also denies that it had monopoly power. No court or other authority has found that GSK engaged in any wrongdoing. GSK has entered into the Settlement solely to avoid further expense, inconvenience, and the burden of this litigation.

Following investigation of the facts and extensive negotiations with Defendant, Plaintiffs, on behalf of the Class, entered into a Settlement Agreement with GSK. The terms of the Settlement, which is subject to final approval by the Court, are set forth in a written Settlement Agreement dated December 6, 2012. The Settlement Agreement is available for review at www._____.Settlement.com.

3. What is a class action?

In a class action, one or more persons or entities, called class representatives, sue on behalf of those who have similar claims. All these persons or entities are a “class” or “class members.” One court resolves the issues for all class members, except for those who exclude themselves from the class.

WHO IS IN THE CLASS AND THE SETTLEMENT**4. What is a TPP?**

TPPs are all health insurance companies, healthcare benefit providers, health maintenance organizations, self-funded health and welfare plans, and any other health benefit provider and/or entity that contracts with a health insurer acting as a third party administrator to administer their prescription drug benefits. These payors include such entities that may provide prescription drug benefits for current or former public employees and/or retirees, but only to the extent that such entity was at risk for the cost of the payment(s).

5. How do I know if I am part of the Class and the Settlement?

You are a TPP Class Member if you purchased, paid for, administered and/or reimbursed for Flonase or generic Flonase for consumption by your members, employees, plan participants, beneficiaries or insureds in the United States and its territories from May 19, 2004 through March 31, 2009.

Excluded from the Class are:

- (1) The Defendant and its officers, directors, management, employees, predecessors-in-interest, successors-in-interest, assignees or affiliates, and subsidiaries;
- (2) The United States and/or State governments and their agencies and departments, except to the extent they purchased branded Flonase or its generic equivalents for their employees or others covered by a government employee health plan;
- (3) All entities who purchased Flonase and/or generic Flonase directly from Defendant or its affiliates or purchased Flonase and/or generic Flonase for resale, but only to the extent of such purchases as a direct purchaser or for resale;
- (4) Any judge or special master who has presided over the Actions; and
- (5) All Settling Health Plans or “SHPs,” a group of TPPs that have also settled with GSK for \$11 million under a separate agreement. Class Counsel negotiated with the SHPs to make sure that their payments were approximately proportionate to those of Class Members net of attorneys’ fees. As a result, the SHPs may receive payments from the Settlement Fund or they may contribute funds to the Settlement Fund to ensure this reconciliation.

6. Who else is included in the Settlement?

In addition to TPP Class Members, consumers who purchased and/or paid for, in whole or in part, Flonase or generic Flonase for personal, family or household consumption, anywhere in

the United States and its territories, from May 19, 2004 through March 31, 2009, are included in the Class. Also involved in the Settlement, but excluded from the Class, are SHPs.

7. What if I am still not sure I am included in the Class?

If you are still not sure whether you are included, you can get more information at [www.\[Website\].com](http://www.[Website].com), or get free help by calling or writing the lawyers in this case, at the phone number or address listed in Question 15.

THE SETTLEMENT'S BENEFITS

8. What does the Settlement provide?

GSK will pay \$35 million into a Settlement Fund to settle all claims in the lawsuit made on behalf of TPPs and consumers in the Class. Attorneys' fees and expenses, including costs of administering the proposed Settlement, and Class Representative incentive payments will be deducted from the \$35 million. The remaining amount will be distributed *pro rata* according to the Plan of Allocation (*see* Question 10 below).

More details are in the Settlement Agreement, available at [www.\[Website\].com](http://www.[Website].com).

9. What do I have to do to get a payment?

To be eligible to receive a payment if the Court approves the Settlement, you must fill out and submit a valid TPP Claim Form by [\[insert date\]](#). A TPP Claim Form is attached to this Notice and can also be completed and submitted online at www.website.com. It must be submitted online or postmarked by [\[insert date\]](#). Read the instructions carefully. Fill out the form and include all the information the form requests, including your signature. Then either scan the signed form and submit it electronically or mail it to the Settlement Administrator at:

Flonase TPP Settlement
P.O. Box XXXX
City, State Zip

10. How much will my payment be?

The Settlement Fund will be distributed based on valid claims submitted on time by consumers and TPPs, allowed by the Claims Administrator and approved by the Court. Distributions will be calculated as follows:

- (a) All attorneys' fees, litigation expenses, and incentive awards awarded by the Court, and all costs of Settlement Notice and administration, will be deducted from the Settlement Fund; and
- (b) The SHP payments or contributions will be added to or deducted from the Settlement Fund. These amounts will be calculated according to a Plan of Allocation that is available at www._____.com; then

(c) The remaining Settlement Fund will be allocated *pro rata* to each Class Member. Claims will be calculated by (1) multiplying the remaining Settlement Fund by the allowed claim amount, and then, (2) dividing by the total amount of all allowed claims. The Claims Administrator will allow only 25% of the otherwise timely and valid claim amount submitted by any consumer who either:

- Purchased Flonase or its generic equivalents under a health plan that required the same copayment amount, regardless of whether a brand or generic drug was purchased,
- Purchased branded Flonase after March 6, 2006, the date a generic became available.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from the Settlement, and you want to keep the right to sue GSK on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Class.

11. How do I get out of the Settlement?

If you wish to exclude yourself from the Settlement, you must send a letter that includes the following:

- The full name of your entity (including any predecessor entities from May 19, 2004 forward), FEIN and address;
- A statement saying that the entity wants to be excluded from the Settlement in *In re: Flonase Antitrust Litigation*, No. 08-CV-3301;
- Your signature on behalf of the entity; and
- If your entity claims to have authority to exclude a Class Member in a representative capacity, your entity must provide all information requested here for excluding any Class Member, and provide written evidence of your entity's authority to exclude the Class Member in a representative capacity.

The request for exclusion must be received by the Claims Administrator no later than [insert date], at the following address:

[Administrator]	[Copy to: Attorney]
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12. If I don't exclude myself from the Settlement, can I sue GSK for the same thing later?

No. Unless you exclude yourself, you give up the right to sue GSK for the claims that the Settlement resolves. If you have a pending lawsuit against GSK that involves the claims

resolved by the Settlement, speak to your lawyer in that lawsuit immediately. You must exclude yourself from the Settlement Class to continue your own lawsuit.

13. If I exclude myself, can I still get a payment from the Settlement?

No. You will not get any money if you exclude yourself from the Settlement.

14. What happens if I do nothing and stay in the Settlement?

If you remain in the Settlement, you will be bound by the Court's decisions. Unless you exclude yourself, you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against GSK about the legal issues in this case, ever again.

You will also be bound by all terms of the Settlement Agreement, including, among other things, the Release and Discharge provision. This means that if the Settlement becomes final, you will be releasing any claims you have against GSK as described in Section XX of the Settlement Agreement. The Settlement Agreement is available at www.website.com or by calling 1-800-000-0000.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes. The Court has appointed the following attorneys to represent you and other Class Members:

Marvin A. Miller
Lori A. Fanning
Miller Law LLC
115 S. LaSalle Street, Suite 2910
Chicago, IL 60603
312.332.3400

Michael M. Buchman
600 Third Avenue
New York, NY 10016
212.661.1100

These lawyers are called Class Counsel. You won't be charged personally for these lawyers, but they will ask the Court to award them a fee that will be paid out of the Settlement Fund.

16. How will the lawyers be paid?

Class Counsel will ask the Court for an award from the Settlement Fund for attorneys' fees in an amount not to exceed one-third of the Settlement Fund, plus interest. This request will cover all professional services already provided in this lawsuit, as well as all future services. Class Counsel's application for the award of attorneys' fees and reimbursement of expenses will be filed with the Clerk of the Court on or before [insert date], and posted at www.website.com shortly thereafter.

At the Final Approval Hearing, Class Counsel will also apply to the Court for incentive awards to be paid from the Settlement Fund to the Class Representatives in recognition of their efforts in initiating and pursuing this litigation on behalf of the Settlement Class. Requested amounts will not exceed \$25,000.00 for each of the TPP Class Representatives and \$10,000 for the Consumer Class Representative. The petition for the incentive awards to be paid to Plaintiffs will be filed with the Clerk of the Court on or before [insert date], and posted at www.website.com shortly thereafter.

OBJECTING TO THE SETTLEMENT

If you do not exclude yourself, you can tell the Court that you don't agree with the Settlement or part of it.

17. How do I tell the Court what I think about the Settlement?

If you have comments about, or disagree with any aspect of the Settlement, including the requested attorneys' fees, you may express your views to the Court by writing to the address below. To comment, or object, you must submit a letter that includes the following:

- The name of your entity, address, and telephone number;
- A statement saying that the entity objects to the Settlement in *In re: Flonase Antitrust Litigation*, No. 08-CV-3301;
- The specific legal and/or factual reasons for your objections, including any briefs and evidentiary materials you want the Court to consider;
- Proof that the entity is a Class Member; and
- Your signature or the signature of a person with the authority to make the objection on the entity's behalf, along with a statement of the basis for that authority.

The response must be filed with the Court, and received by Counsel, on or before [insert date] at the following addresses:

Clerk of Court, United States District Court Address Philadelphia, Pennsylvania [[zip]]	Class Counsel Marvin A. Miller Lori A. Fanning Miller Law LLC 115 LaSalle Street, Suite 2910 Chicago, IL 60603 312.332.3400 Michael M. Buchman 600 Third Avenue New York, NY 10016 212.661.1100	Counsel for GSK Stephen Kastenber Ballard Spahr 1735 Market Street Philadelphia, PA 19103 215.665.8500
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18. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from it. Excluding yourself from the Settlement is telling the Court that you don't want to be part of it. If you exclude yourself from the Settlement, you have no basis to object because it no longer affects you.

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees, expenses, and incentive awards to the Plaintiffs. You may attend and you may ask to speak, but you don't have to.

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on [insert date] at the United States District Court, [[address]], Courtroom XXX, Philadelphia, Pennsylvania [[zip]], to: (1) determine whether the Settlement should be approved as fair, reasonable, and adequate; and (2) consider the award of attorneys' fees, reimbursement of expenses, and incentive awards to the Plaintiffs. If there are objections or comments, the Court will consider them at this time. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.website.com for updated information.

20. Do I have to come to the Hearing?

Attendance is not required, even if you properly mailed a written comment or objection. If you file an objection, you may appear at the hearing and present evidence and argument in support of your objection. In order to speak at the hearing you must file a Notice of Intention to Appear described below.

Class Counsel is prepared to answer the Court's questions. If you or your personal attorney want to attend the hearing, you are more than welcome at your expense. As long as your objection was received before the deadline, the Court will consider it..

21. May I speak at the Hearing?

If you want to speak or want your own lawyer instead of Class Counsel to speak at the Final Approval Hearing, you must give the Court a paper that is called a "Notice of Intention to Appear." The Notice of Intention to Appear should include the following:

- Your name and address;

- A statement of your position to be asserted at the Final Approval Hearing and the grounds for your objections;
- Copies of any supporting papers or briefs;
- Your signature or the signature of your attorney.

The Notice of Intention to Appear must be filed with the Court on or before [insert date] at the address in Question 17 and also received by counsel listed in Question 17.

GETTING MORE INFORMATION

22. Where can I get more information?

If you want more detailed information, you may visit the website [www.\[Website\].com](http://www.[Website].com) where you will find the important case-related documents. You may also call toll-free at 1-800-000-0000 for more information, or write to Flonase TPP Class, PO Box 0000, City, ST 00000.

EXHIBIT 5

Case 2:08-cv-02201-AB Document 566 Filed 12/14/12 Page 218 of 270

If You Purchased, Paid for, Administered and/or Reimbursed for Flonase or Generic Flonase

A Class Action Settlement Could Affect You

A proposed Settlement has been reached in a class action lawsuit regarding the prescription nasal spray Flonase. The lawsuit claims that the seller of Flonase, violated state laws by delaying the availability of generic versions of Flonase. The seller is SmithKline Beecham Corporation doing business as GlaxoSmithKline ("GSK"). GSK denies it has done anything wrong.

Who is included? Third-Party Payors ("TPPs") who purchased, paid for, administered, and/or reimbursed for Flonase and/or its generic equivalents (fluticasone propionate nasal spray), anywhere in the United States and its territories, for consumption by their members, employees, plan participants, beneficiaries, or insureds, between May 19, 2004 and March 31, 2009.

What does the Settlement Provide? GSK will pay \$35 million into a Settlement Fund to settle TPP and Consumer claims. A group of TPPs called Settling Health Plans ("SHPs") also settled with GSK under a separate agreement for \$11 million. To make sure that their payments were approximately proportionate to those of Class Members, SHPs may receive payments from or contribute payments to the Class Settlement Fund.

Class Counsel will ask for attorneys' fees in an amount not to exceed one-third of the Settlement Fund, plus interest, litigation expenses and incentive payments to the Class Representatives. After these deductions and any SHP payments, the remainder of the Class Settlement Fund will be distributed pro rata to Class Members.

What can I get from the Settlement? The amount of money you are eligible to receive will depend on how much Flonase and generic Flonase you paid and/or reimbursed for and on how many Class Members file valid claims.

How do I get a payment? You must submit a Claim Form by Month Day, Year to get a payment. See below.

What are my other rights? If you do not want to be legally bound by the Settlement, you must exclude yourself from the Settlement. The exclusion deadline is Month Day, Year. If you stay in the Settlement you will not be able to sue GSK for any claims relating to the Settlement. You will be bound by all the Court's orders. However, if you stay in the Settlement, you may object to all or part of it by Month Day, Year and you may appear at the hearing described below in support of your objection.

The Court will hold a hearing on Month Day, Year to consider whether to approve the Settlement and a request for attorneys' fees. The Court has appointed attorneys to represent the Class. You may also hire your own attorney, at your own expense.

For more information or a Claim Form:

1- 000-000-0000

www.website.com

Court-Ordered Legal Notice

NOTICE ADMINISTRATOR

PO BOX 0000

MINNEAPOLIS, MN 00000-0000

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Rust Consulting, Inc.

Important Notice About Flonase Settlement

NAME
ADDRESS
CITY STATE ZIP CODE

EXHIBIT 6

If You Purchased and/or Paid for Flonase or Generic Flonase

A Class Action Settlement Could Affect You

A proposed Settlement has been reached in a class action lawsuit regarding the prescription nasal spray Flonase. The lawsuit claims that the seller of Flonase violated state laws by delaying the availability of generic versions of Flonase. The seller is SmithKline Beecham Corporation doing business as GlaxoSmithKline (“GSK”). GSK denies it has done anything wrong but agreed to the Settlement to resolve the controversy and to avoid the cost and expense of further litigation.

No one is claiming that Flonase or its generic equivalent is unsafe or ineffective.

Who is included?

You are a Consumer Class Member if you:

- Purchased and/or paid for Flonase and/or its generic equivalents,
- Anywhere in the United States and its territories,
- For personal, family or household use,
- Between May 19, 2004, and March 31, 2009.

You “purchased and/or paid for” Flonase or generic Flonase (fluticasone propionate nasal spray) if you were:

- (a) An uninsured consumer who paid the entire cost of the prescription, or
- (b) An insured consumer who made a co-payment or other partial out-of-pocket payment, or paid the entire cost because you had not met a deductible amount under your health plan.

What does the Settlement Provide?

GSK will pay \$35 million into a Settlement Fund to settle all claims in the lawsuit brought on behalf of consumers and health insurers known as Third-Party Payors or “TPPs. A group of TPPs called Settling Health Plans (“SHPs”) also settled with GSK under a separate agreement for \$11 million. To make sure their payments were approximately proportionate to those of Class Members, SHPs may receive payments from or contribute payments to the Class Settlement Fund.

Class Counsel will ask the Court to award attorneys' fees in an amount not to exceed one-third of the Settlement Fund, plus interest, litigation expenses and incentive payments to the Class Representatives. After these deductions and any SHP payments, the remainder of the Class Settlement Fund will be distributed *pro rata* to Class Members.

What can I get from the Settlement?

The amount of money you are eligible to receive will depend on how much you paid for Flonase and generic Flonase and on how much other Class Members and SHPs paid and/or reimbursed.

How do I get a payment?

Submit a Claim Form by **Month Day Year**. See below.

What are my other rights?

If you do not want to be legally bound by the Settlement, you must exclude yourself from the Settlement. The exclusion deadline is **Month Day, Year**. If you stay in the Settlement you will not be able to sue GSK for any claims relating to the Settlement. You will be bound by all the Court's orders. However, if you stay in the Settlement, you may object to it by **Month Day, Year**.

The Court will hold a hearing on **Month Day, Year** to consider whether to approve the Settlement and a request for attorneys' fees, expenses and incentive awards. The Court has appointed attorneys to represent the Class. You or your own lawyer may ask to appear and speak at the hearing at your own expense.

Call Toll-Free: 1-000-000-0000 Visit: www.website.com

If You Purchased, Paid for, Administered and/or Reimbursed for Flonase or Generic Flonase

A Class Action Settlement Could Affect You

A proposed Settlement has been reached in a class action lawsuit regarding the prescription nasal spray Flonase. The lawsuit claims that the seller of Flonase violated state laws by delaying the availability of generic versions of Flonase. The seller is SmithKline Beecham Corporation doing business as GlaxoSmithKline (“GSK”). GSK denies it has done anything wrong but agreed to the Settlement to resolve the controversy and to avoid the cost and expense of further litigation.

Who is included?

Third-Party Payors (“TPPs”) who purchased, paid for, administered, and/or reimbursed for Flonase and/or its generic equivalents (fluticasone propionate nasal spray), anywhere in the United States and its territories, for consumption by their members, employees, plan participants, beneficiaries, or insureds, between May 19, 2004 and March 31, 2009.

What does the Settlement Provide?

GSK will pay \$35 million into a Settlement Fund to settle TPP and consumer claims. A group of TPPs called Settling Health Plans (“SHPs”) also settled with GSK under a separate agreement for \$11 million. To make sure that their payments are approximately proportionate to those of Class Members, SHPs may receive payments from or contribute payments to the Class Settlement Fund.

Class Counsel will ask for attorneys' fees in an amount not to exceed one-third of the Settlement Fund, plus interest, litigation expenses and incentive payments to the Class Representatives. After these deductions and any SHP payments, the remainder of the Class Settlement Fund will be distributed *pro rata* to Class Members.

What can I get from the Settlement?

The amount of money you are eligible to receive will depend on how much you paid and/or

reimbursed for Flonase and generic Flonase and on how much other Class Members and SHPs paid and/or reimbursed.

How do I get a payment?

You must submit a Claim Form by **Month Day, Year** to get a payment. See below.

What are my other rights?

If you do not want to be legally bound by the Settlement, you must exclude yourself from the Settlement. The exclusion deadline is **Month Day, Year**. If you stay in the Settlement you will not be able to sue GSK for any claims relating to the Settlement. You will be bound by all the Court's orders. However, if you stay in the Settlement, you may object to all or part of it by **Month Day, Year** and you may appear at the hearing described below in support of your objection.

The Court will hold a hearing on **Month Day, Year** to consider whether to approve the Settlement and a request for attorneys' fees. The Court has appointed attorneys to represent the Class. You may also hire your own attorney, at your own expense.

For more information or a Claim Form: 1-000-000-0000 www.website.com

EXHIBIT 5

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE FLONASE ANTITRUST LITIGATION	CIVIL ACTION
THIS DOCUMENT RELATES TO:	No. 08-3301
Indirect Purchaser Actions	Hon. Anita B. Brody
MEDICAL MUTUAL OF OHIO, on behalf of itself and all others similarly situated,	CIVIL ACTION
Plaintiff,	NO. 12-4212
v.	Hon. Anita B. Brody
SMITHKLINE BEECHAM CORPORATION d/b/a GLAXOSMITHKLINE plc,	
Defendant.	

PLAN OF ALLOCATION

THIS PLAN OF ALLOCATION is proposed by Plaintiffs¹ in the class actions IBEW–NECA Local 505 Health & Welfare Plan v. SmithKline Beecham Corp., No. 08–3301 (E.D. Pa.), and Medical Mutual of Ohio, Inc. v. SmithKline Beecham Corp., No. 12-cv-4212 (E.D. Pa.) pending in the Eastern District of Pennsylvania (collectively, the “Actions”), for the distribution of the Settlement Fund.

1. **General Definitions.** As used in this Plan of Allocation, the following terms shall have the indicated meanings:

¹ Unless otherwise specified herein, capitalized terms have the meanings provided in the Settlement Agreement between Plaintiffs and GSK dated December 6, 2012.

(a) “Authorized Consumer Claimant” means a Consumer Class Member who submits a timely Proof of Claim (the form that will be submitted to the Claims Administrator with the documented amount of unreimbursed out-of-pocket Flonase Purchases during the Class Period) that is accepted in whole or in part by the Claims Administrator.

(b) “Authorized TPP Claimant” means a TPP Class Member who submits a timely Proof of Claim that is accepted in whole or in part by the Claims Administrator.

(c) “Claim Documentation” means the materials required for submission of a Proof of Claim to the Claims Administrator pursuant to the Class Settlement, this Plan of Allocation, the SHP-Class Allocation Agreement, and/or by order of the Court.

(d) “Claims Administrator” means the person or entity chosen by Class Counsel, subject to Court approval, as set forth in the Class Settlement Agreement and/or this Plan of Allocation.

(e) “Class Counsel” means Marvin A. Miller, Lori A. Fanning, and Michael M. Buchman.

(f) “Class Member” means any natural person or entity falling within the definition of the Settlement Class who is not a Class Opt-Out.

(g) “Class Opt-Out” means any natural person or entity falling within the definition of a Settlement Class who timely and validly submits a request for exclusion from the Settlement Class in accordance with the procedures set forth in the Settlement Notice.

(h) “Class Plaintiffs” means: A.F. of L.-A.G.C Building Trades Welfare Plan (“AFL”), IBEW-NECA Local 505 Health & Welfare Plan (“IBEW”), Painters District Council No. 30 Health and Welfare Plan (“Painters”), Medical Mutual of Ohio, Inc. (“MMOH”), and Andrea Kehoe (“Kehoe”).

(i) “Class Settlement Fund” means the Total Settlement Amount minus the SHP Group Initial Payment, and shall be in an amount not less than Thirty-Five Million Dollars (\$35,000,000.00).

(j) “Consumer” means any person falling within the definition of the Settlement Class who is a natural person and not a TPP. “Consumer” includes living persons as well as the executors, heirs, administrators, trustees, or other authorized representatives of deceased persons.

(k) “Consumer Allocation Counsel” means Deborah R. Gross of the Law Offices of Bernard M. Gross, P.C., Philadelphia, Pennsylvania.

(l) “Consumer Class Members” means Consumers who are not Class Opt-Outs.

(m) “Consumer Settlement Pool” means the Consumer Settlement Percentage (which is 1 minus the TPP Settlement Percentage) times the Total Settlement Amount, plus all interest or other income that accrues thereon.

(n) “Court” or “Settlement Court” means the Honorable Anita B. Brody of the United States District Court for the Eastern District of Pennsylvania, or if Judge Brody is not available, another judge from the United States District Court for the Eastern District of Pennsylvania who will be designated by Judge Brody or duly appointed to act in Judge Brody’s absence.

(o) “Defendant” means SmithKline Beecham Corporation, d/b/a GlaxoSmithKline, including GlaxoSmithKline LLC and GlaxoSmithKline plc (“GSK”) and any respective predecessor entities and past or present parents, subsidiaries, divisions, affiliates, successors, and assigns.

(p) “Effective Date” has the meaning used in the Class Settlement Agreement.

(q) “Escrow Agent” means an entity designated by Class Counsel to hold funds as referenced in this Plan of Allocation.

(r) “Flonase” means fluticasone propionate nasal spray formulations of various strengths marketed under the brand-name Flonase® and its generic equivalents.

(s) “Flonase Purchases” means payments or reimbursements for all or part of the cost of Flonase prescribed and dispensed in the United States; including but not limited to, the payment or partial payment for or reimbursement of Flonase to any retail or mail order pharmacy, prescription benefit manager, or healthcare provider, or the payment of a co-insurance amount, deductible amount, or co-pay amount for Flonase pursuant to a Medicare or Medicaid co-insurance obligation, an insurance agreement, or other health care plan. Flonase Purchases do not include purchases of Flonase directly from Defendant, for resale purposes, or for which a class member has been reimbursed.

(t) “Net TPP Settlement Pool” means the balance of the TPP Settlement Pool after deducting the SHP Initial Payment, and then deducting Court-awarded attorneys fees, expenses, incentive awards, and notice and administrative costs to be borne by TPPs, plus any amounts paid by or less any amounts paid to the SHP Group, if any, as provided herein.

(u) “Settlement Class” means the class as defined in the Class Settlement Agreement.

(v) “Settlement Notice” means the Notice Program prepared by Kinsella Media, Inc. in conjunction with Claims Administrator or as otherwise ordered by the Court.

(w) “SFPs” means self-funded healthcare plans and/or entities (“SFPs”) for which one or more SHP Group Member provides or provided prescription drug or health benefit services through administrative services-only contracts or as a third-party administrator and on whose behalf the SHP Group Member submits a claim to the Claims Administrator. Such SFPs will be

identified by group or plan name and tax identification number in the Claim Documentation submitted by the SHP to the Claims Administrator.

(x) “SHP Group” or “SHPs” means Blue Cross and Blue Shield Association and other TPPs represented by SHP Counsel that are listed in Exhibit A to the SHP-Class Allocation Agreement, which is attached hereto as Exhibit 1, and SFPs for which one or more SHP Group Member provides or provided prescription drug or health benefit services through administrative services-only contracts or as a third-party administrator and on whose behalf the SHP Group Member makes an authorized claim to the Claims Administrator.

(y) “SHP Group Counsel” means the law firms of Rawlings & Associates, PLLC; Lowey Dannenberg Cohen & Hart P.C.; and Crowell & Moring LLP.

(z) “SHP Group Initial Reversion” means One Million Dollars (\$1,000,000.00).

(aa) “SHP Group Initial Payment” means Ten Million Dollars (\$10,000,000).

(bb) “SHP Group Recognized Claim Percentage” or “SHPRCP” means the total amount of claims by all members of the SHP Group that are allowed by the Claims Administrator divided by the total allowed claims of (a) all Authorized TPP Claimants and (b) all members of the SHP Group.

(cc) “SHP Group Reversion Amount” means an amount calculated after all TPP claims have been processed and the total allowed claim amounts for all Authorized TPP Claimants and the SHP Group have been determined by the Claims Administrator. The SHP Group Reversion Amount is calculated as follows: $\text{SHP Over/Underage} \times \text{TPP Settlement Pool} \times (1 - ((\text{TPP Class Fees} + \text{TPP Expenses \& Costs}) / (\text{TPP Settlement Pool} - \text{SHP Initial Payment})))$. If the SHP Group Reversion Amount is positive, then it will be paid from the TPP Settlement

Pool to the SHP Group. If the SHP Group Reversion Amount is negative, then it will be paid from the SHP Group to the TPP Settlement Pool.

(dd) “SHP Over/Underage” means the SHPRCP less whatever percentage the SHP Group Initial Payment is of the TPP Settlement Pool. For example, if the SHPRCP is 60%, then the SHP Over/Underage would equal 60% less the percentage of the SHP Group Initial Payment/TPP Settlement Pool.

(ee) SHP Recognized Claim Percentage (“SHPRCP”) means the total amount of claims by all SHP Group Members that are allowed by the Claims Administrator divided by the total allowed claims of (a) all Authorized TPP Claimants and (b) all members of the SHP Group.

(ff) “Third-Party Payor” or “TPP” means any entity that fits within the definition of the Class as contained in Paragraph 1 of the Class Settlement Agreement, and any SHP.

(gg) “Total Settlement Amount” means \$45 million.

(hh) “TPP Allocation Counsel” means Kimberly R. West of Wallace, Jordan, Ratliff & Brandt LLC, Birmingham, Alabama.

(ii) “TPP Claimant List” means a list of the identities of all TPP Class Members that submit Claim Documentation prepared by the Claims Administrator.

(jj) “TPP Class Fees” means the fee award granted by the Settlement Court multiplied by the TPP Settlement Percentage.

(kk) “TPP Class Members” means TPPs falling within the definition of the Settlement Class, excluding any Class Opt-Outs.

(ll) “TPP Expenses & Costs” means (a) the expenses and incentive awards approved by the Court multiplied by the TPP Settlement Percentage, and (b) the portion of Settlement Notice and the portion of the costs of administering the Class Settlement, including, but not

limited to payments to the Claims Administrator or Escrow Agent, or taxes due from the Class Settlement Fund, that are attributable to TPPs.

(mm) “TPP Settlement Percentage” means the portion of the Total Settlement Amount allocated to all TPPs, including TPP Class Members and the SHP Group, expressed as a percentage.

(nn) “TPP Settlement Pool” means the TPP Settlement Percentage times the Total Settlement Amount, plus all interest or other income that accrues thereon.

(pp) “United States” means the United States of America including its states, commonwealths, territories and possessions.

2. **Allocation Among Consumers and TPPs.** Consumer Allocation Counsel and TPP Allocation Counsel, after vigorous arms-length negotiations, have recommended that the division of settlement funds available for distribution to Consumers and TPPs be *pro rata*, based on the timely and valid claim submitted by each Consumer and TPP, subject to approval by the Claims Administrator, as follows:

(a) All attorneys’ fees, litigation expenses, and incentive awards awarded by the Court, and all costs of Settlement Notice and administration, shall be deducted from the Class Settlement Fund; and

(b) The SHP Group Reversion Amount shall be added to or deducted from the Class Settlement Fund; then

(c) The remaining Class Settlement Fund will be allocated *pro rata* to each Authorized Consumer Claimant and Authorized TPP Claimant by multiplying the remaining Class Settlement Amount by the amount of the Authorized Consumer Claimant’s or Authorized TPP Claimant’s timely and valid claim allowed by the Claims Administrator, and then dividing

by the total amount of all timely and valid claims allowed by the Claims Administrator for Consumers and TPPs. For the purpose of this calculation, the Claims Administrator will allow only 25% of the otherwise valid and timely claim amount submitted by an Authorized Consumer Claimant who either (i) purchased Flonase or its generic equivalents under a health plan that required the same copayment amount, regardless of whether a brand or generic drug was purchased, or (ii) purchased branded Flonase after March 6, 2006, the date a generic became available.

3. **Disbursements Prior to Final Approval.** Prior to the Settlement's becoming final, disbursements for the costs and expenses of Settlement Notice and administration may be made from the Class Settlement Fund as provided in the Settlement Agreement.

4. **SHP-Class Allocation Agreement and SHP Group Reversion Amounts.** In accordance with the SHP-Class Allocation Agreement, which is attached hereto as Exhibit 1, the following shall occur:

(a) Within two (2) business days of the date on which the SHP Group Initial Payment and SHP Group Initial Reversion has been received from Defendant and SHP Group Counsel has received wiring instructions from Class Counsel, SHP Group Counsel shall wire to the account(s) designated by Class Counsel the SHP Group Initial Reversion, which is to be paid as SHP Fees to Class Counsel, except to the extent necessary to effectuate the purpose of this Plan of Allocation to insure that Class Members be paid as much as or more than they would have been paid had SHPs been members of the Class and the Total Settlement Amount had been paid for the benefit of the Class.

(b) No less than twenty-one (21) days prior to the final approval hearing set by the Court, each member of the SHP Group shall submit its Proof of Claim, which will be the

same form of Proof of Claim required by TPP Class Members, including Claim Documentation to the Claims Administrator, which the Claims Administrator may make available to Class Counsel and the Defendant's Counsel.

(c) Class Counsel shall submit a schedule of all non-SHP Group TPP Opt-Outs to SHP Group Counsel, with a copy to the Defendant's Counsel, no later than fourteen (14) days before the final approval hearing set by the Settlement Court. SHP Group Members shall then submit to the Claims Administrator, which the Claims Administrator may make available to the Defendant's Counsel and Class Counsel, any necessary amendments to their Proof of Claim and Claim Documentation to exclude any claims such SHP Group members previously made on behalf of any TPP Opt-Outs no later than three (3) days before the final approval hearing.

(d) The Claims Administrator shall not authorize any claims made by SHP Group Members on behalf of any entity (i) that is otherwise not included or is specifically excluded from the Class under the Settlement Agreement, except as specifically provided herein; or (ii) that files a claim on its own behalf, so as not to duplicate claims. The Claims Administrator will, however, permit claims made on behalf of such entities where it is shown by the SHP that such claims are not duplicative of claims by other TPPs.

(e) Representations and Warranties. As part of the SHP Agreement, each SHP shall warrant that any Proof of Claim, Claim Documentation, data, or other information it submits to the Claims Administrator will be true and accurate in good faith and to the best of their ability.

(f) Effect of Failure of an SHP Group Member to Submit Claim Documentation. To verify the accuracy of claim information and to prevent duplication of claims, the Claims Administrator may reasonably request additional information from SHP

Group Members as deemed appropriate by the Claims Administrator. The SHP Agreement shall set forth that SHP Group Members will provide additional information to the Claims Administrator as requested. The calculation of the SHP Group Reversion Amount shall not include claims of any SHP Group Member that fails to timely submit the above Proof of Claim and Claim Documentation or additional claims documentation reasonably requested by the Claims Administrator.

(g) Confidentiality. All Claim Documentation (including the identification of SFPs) or other information submitted by SHP Group Members pursuant to this Paragraph shall be kept confidential and may be used or disclosed only for the purpose of effectuating this SHP-Class Allocation Agreement, including disclosure to the Claims Administrator, the Defendants, Class Counsel, and the Court. Adequate steps shall be taken to protect against unlawful disclosure of confidential patient information, if any, that is included in such Claim Documentation, or other information

(h) SHP Group “True Up” Reversion Amount Computation

(i) Notice of Proposed Computation. The Claims Administrator shall make available to SHP Group Counsel a list of the identities of all TPP Class Members that submit Claim Documentation (the “TPP Claimant List”). The TPP Claimant List shall be held in confidence by SHP Group Counsel and any third party consultant, who shall not be employed by any TPP, who agrees in writing to be bound by the same confidentiality as SHP Group Counsel. The TPP Claimant List shall not be provided or shared with any other person, including any member of the SHP Group or another TPP, and can be used only for the purposes of determining duplication of claims or whether any entity submitting Claim Documentation falls within the definition of TPP as set forth herein. The TPP Claimant List shall be generated by the Claims

Administrator and transmitted to SHP Group Counsel no later than the date for the fairness hearing set by the Settlement Court. SHP Group Counsel shall have the opportunity, within twenty-one (21) days of receipt of a TPP Claimant List, to identify in writing to Class Counsel any TPP Class Member that SHP Group Counsel believes has submitted a claim that is duplicative of a claim already asserted by another TPP Class Member or SHP Group Member, or that falls outside the definition of TPP as set forth herein. At least thirty-five (35) days prior to any distribution of the Net TPP Settlement Pool to TPP Class Members, Class Counsel shall provide SHP Group Counsel with the proposed computation of the SHP Group Reversion Amount payment, including a list reflecting the Claims Administrator's determination of the amount of each SHP Group Member's allowed claims for Flonase Purchases. Such computation will become binding upon the SHP Group unless within ten (10) business days of receipt of computation, SHP Group Counsel disputes the amount of the proposed SHP Group Reversion Amount payment in writing to Class Counsel. In the event of such a dispute, SHP Group Counsel may request and receive from Class Counsel a list of the TPP Class Members who have the 100 largest aggregate claims approved by the Claims Administrator and the amount of such claims (the "TPP List"). The TPP List shall be held in confidence by SHP Group Counsel, will be provided for attorneys' eyes only, and shall not be provided or shared with any other person, including any member of the SHP Group or another TPP. SHP Group Counsel shall be entitled to show the list to a single third-party consultant who is not employed by any TPP, and who agrees in writing to be bound by the same confidentiality as SHP Group Counsel, solely for purposes of dispute resolution under this Paragraph. The proposed computation will then become binding upon the SHP Group within ten (10) business days of receipt of the TPP List, unless SHP Group Counsel further disputes the amount of the proposed SHP Group Reversion Amount

payment in writing to Class Counsel. Other than as provided in this SHP-Class Allocation Agreement, the SHP Group and SHP Group Counsel shall not be entitled to any information collected or generated by the Claims Administrator or Class Counsel, except to the extent permitted by the arbitrators or the Court in a proceeding pursuant to the Dispute Procedure below.

(ii) Dispute Procedure. Class Counsel and the SHP Group shall attempt to resolve any disputes arising pursuant to this Paragraph through good faith negotiations. If the dispute cannot be resolved informally, it shall be submitted to binding arbitration. The arbitrator will be agreed upon by the parties or, if no agreement can be reached, the arbitrator will be selected by the Settlement Court. The arbitrator's decision shall be final and will not be subject to appeal. Defendant shall not be involved in any arbitration pursuant to this Paragraph, and shall have no obligations or liability with respect thereto.

(i) SHP Group "True Up" Reversion Amount Payment. Within five (5) days (i) after the Effective Date, (ii) of any resolution of a dispute under Paragraph (h) above, (iii) after all TPP claims have been processed and the total authorized claim amounts for all Authorized TPP Claimants and SHP Group Members has been finally determined, or (iv) of the provision of appropriate instructions for the transfer of any SHP Group Reversion Amount due, whichever is later, the parties to this SHP-Class Allocation Agreement shall cause the payment of the SHP Group Reversion Amount to be made as follows:

(i) If the SHP Group Reversion Amount is a positive amount, Class Counsel shall cause the Escrow Agent to pay from the Class Settlement Fund and into an account designated by SHP Group Counsel an amount equal to the SHP Group Reversion Amount; or

(ii) If the SHP Group Reversion Amount is a negative amount, the SHP Group shall cause payment to be made from the SHP Group to the Class Settlement Fund in an amount equal to the SHP Group Reversion Amount.

5. **Court Approval of Disbursements and Distributions.** As set forth in the Settlement Agreement, approval by the Court shall be required prior to any disbursement or any distribution from the Class Settlement Fund, other than for any fees and expenses incurred to administer the Escrow Account, costs associated with the Settlement Notice and claims administration, and taxes on the Class Settlement Fund.

EXHIBIT 1

SHP-CLASS ALLOCATION AGREEMENT

THIS SHP-Class Allocation Agreement is made and entered into on December 2, 2012, by and among Class Plaintiffs (as defined herein) in the class actions IBEW-NECA Local 505 Health & Welfare Plan v. SmithKline Beecham Corp., No. 08-3301 (E.D. Pa.), and Medical Mutual of Ohio, Inc. v. SmithKline Beecham Corp., No. 12-cv-4212 (E.D. Pa.) pending in the Eastern District of Pennsylvania (collectively, the “Class Actions”); and the SHP Group (as defined herein).

WHEREAS, Class Plaintiffs and Defendant SmithKline Beecham Corporation d/b/a GlaxoSmithKline, including GlaxoSmithKline LLC and GlaxoSmithKline plc (“GSK” or “Defendant”) have entered into a settlement agreement of the Class Actions (“the Class Settlement Agreement”) dated as of _____, 2012;

WHEREAS, the Settlement Class is comprised of certain third-party payors (“TPPs”) and individual consumers;

WHEREAS, the SHP Group and Defendant have entered into a settlement agreement of the claims of SHPs (the “SHP Agreement”) dated as of November 20, 2012;

WHEREAS, the SHP Group has represented that, in the aggregate, they provide or administer prescription drug and health benefits to at least sixty percent (60%) of the covered lives privately insured in the United States as of December 31, 2011;

WHEREAS, Class Plaintiffs, through Class Counsel, and the SHP Group, through SHP Group Counsel, after vigorous, arm’s-length negotiations, have agreed to an allocation of the Total Settlement Amount between the TPP Class Members and the SHP Group (“the SHP-Class Allocation Agreement”);

WHEREAS, Class Plaintiffs and the SHP Group intend the claims of TPP Class Members and SHPs to be paid on the same *pro rata* basis and intend to establish a reconciliation mechanism herein between settlement amounts allocated to the TPP Settlement Pool and the SHP Group Initial Payment, to be applied once all claims of TPPs and SHPs are submitted to the Claims Administrator, for that purpose;

NOW THEREFORE, it is agreed by the undersigned, on behalf of Class Plaintiffs and the Settlement Class, and on behalf of the SHP Group, that the Total Settlement Amount shall be allocated and distributed, subject to the Class Settlement Agreement, Plan of Allocation, and Court approval, where required, as set forth herein:

1. **General Definitions.** As used in this Agreement, the following terms shall have the indicated meanings:

(a) “Authorized TPP Claimant” means a TPP Class Member (not an SHP or a TPP Opt Out) who submits a timely Proof of Claim that is accepted in whole or in part by the Claims Administrator.

(b) “Claim Documentation” means the materials required for submission of a claim to the Claims Administrator pursuant to Class Settlement, the Plan of Allocation and/or by order of the Court.

(c) “Claims Administrator” means the person or entity chosen by Class Counsel, subject to Court approval, as set forth in the Class Settlement Agreement and/or Plan of Allocation.

(d) “Class Counsel” means Marvin A. Miller and Lori A. Fanning.

(e) “Class Member” means any natural person or entity falling within the definition of the Settlement Class who is not a Class Opt-Out.

(f) “Class Opt-Out” means any natural person or entity falling within the definition of a Settlement Class who timely and validly submits a request for exclusion from the Settlement Class in accordance with the procedures set forth in the Settlement Notice.

(g) “Class Plaintiffs” means: A.F. of L.-A.G.C Building Trades Welfare Plan (“AFL”), IBEW-NECA Local 505 Health & Welfare Plan (“IBEW”), Painters District Council No. 30 Health and Welfare Plan (“Painters”), Medical Mutual of Ohio, Inc. (“MMOH”), and Andrea Kehoe (“Kehoe”).

(h) “Class Settlement Fund” means the Total Settlement Amount minus the SHP Group Initial Payment, and shall be in an amount not less than Thirty-Five Million Dollars (\$35,000,000.00).

(i) “Consumer” means any person falling within the definition of the Settlement Class who is a natural person and not a TPP. “Consumer” includes living persons as well as the executors, heirs, administrators, trustees, or other authorized representatives of deceased persons.

(j) “Consumer Allocation Counsel” means the person appointed by Class Counsel to negotiate the allocation of the Class Settlement Fund on behalf of Consumer Class Members.

(k) “Consumer Class Members” means Consumers who are not Class Opt-Outs.

(l) “Consumer Settlement Pool” means the Consumer Settlement Percentage (which is 1 minus the TPP Settlement Percentage) times the Total Settlement Amount, plus all interest or other income that accrues thereon.

(m) “Court” or “Settlement Court” means the Honorable Anita B. Brody of the United States District Court for the Eastern District of Pennsylvania, or if Judge Brody is not

available, another judge from the United States District Court for the Eastern District of Pennsylvania who will be designated by Judge Brody or duly appointed to act in Judge Brody's absence.

(n) "Defendant" means GSK and any respective predecessor entities and past or present parents, subsidiaries, divisions, affiliates, successors, and assigns.

(o) "Effective Date" has the meaning used in the Class Settlement Agreement.

(p) "Escrow Agent" means the entity designated by Class Counsel to hold funds as referenced in the Plan of Allocation.

(q) "Flonase" means fluticasone propionate nasal spray formulations of various strengths marketed under the brand-name Flonase® and its generic equivalents.

(r) "Flonase Purchases" means payments or reimbursements for all or part of the cost of Flonase prescribed and dispensed in the United States; including but not limited to, the payment or partial payment for or reimbursement of Flonase to any retail or mail order pharmacy, prescription benefit manager, or healthcare provider, or the payment of a co-insurance amount, deductible amount, or co-pay amount for Flonase pursuant to a Medicare or Medicaid co-insurance obligation, an insurance agreement, or other health care plan. Flonase Purchases do not include purchases of Flonase directly from Defendant, for resale purposes, or for which a class member has been reimbursed.

(s) "Net TPP Settlement Pool" means the balance of the TPP Settlement Pool after deducting the SHP Initial Payment, and then deducting Court-awarded attorneys fees, expenses, incentive awards, and notice and administrative costs to be borne by TPPs, plus any amounts paid by or less any amounts paid to the SHP Group, if any, as provided herein.

(t) “Plan of Allocation” means the plan for allocation of the Class Settlement Fund Class Counsel will submit to the Court for approval.

(u) “Settlement Class” means the class as defined in the Class Settlement Agreement.

(v) “Settlement Notice” means the Notice Program prepared by Kinsella Media, Inc. in conjunction with Claims Administrator or as otherwise ordered by the Court.

(w) “SFPs” means self-funded healthcare plans and/or entities (“SFPs”) for which one or more SHP Group Member provides or provided prescription drug or health benefit services through administrative services-only contracts or as a third-party administrator and on whose behalf the SHP Group Member submits a claim to the Claims Administrator. Such SFPs will be identified by group or plan name and tax identification number in the Claim Documentation submitted by the SHP to the Claims Administrator.

(x) “SHP Group” or “SHPs” means Blue Cross and Blue Shield Association and other TPPs represented by SHP Counsel that are listed in Exhibit A hereto, and SFPs for which one or more SHP Group Member provides or provided prescription drug or health benefit services through administrative services-only contracts or as a third-party administrator and on whose behalf the SHP Group Member makes an authorized claim to the Claims Administrator.

(y) “SHP Group Counsel” means the law firms of Rawlings & Associates, PLLC; Lowey Dannenberg Cohen & Hart P.C.; and Crowell & Moring LLP.

(z) “SHP Group Initial Reversion” means One Million Dollars (\$1,000,000.00).

(aa) “SHP Group Initial Payment” means Ten Million Dollars (\$10,000,000).

(bb) “SHP Group Recognized Claim Percentage” or “SHPRCP” means the total amount of claims by all members of the SHP Group that are allowed by the Claims

Administrator divided by the total allowed claims of (a) all Authorized TPP Claimants and (b) all members of the SHP Group.

(cc) “SHP Group Reversion Amount” means an amount calculated after all TPP claims have been processed and the total allowed claim amounts for all Authorized TPP Claimants and the SHP Group have been determined by the Claims Administrator. The SHP Group Reversion Amount is calculated as follows: $\text{SHP Over/Underage} \times \text{TPP Settlement Pool} \times (1 - ((\text{TPP Class Fees} + \text{TPP Expenses \& Costs}) / (\text{TPP Settlement Pool} - \text{SHP Initial Payment})))$. If the SHP Group Reversion Amount is positive, then it will be paid from the TPP Settlement Pool to the SHP Group. If the SHP Group Reversion Amount is negative, then it will be paid from the SHP Group to the TPP Settlement Pool.

(dd) “SHP Over/Underage” means the SHPRCP less whatever percentage the SHP Group Initial Payment is of the TPP Settlement Pool). For example, if the SHPRCP is 60%, then the SHP Over/Underage would equal 60% less the percentage of the SHP Group Initial Payment/TPP Settlement Pool.

(ee) SHP Recognized Claim Percentage (“SHPRCP”) means the total amount of claims by all SHP Group Members that are allowed by the Claims Administrator divided by the total allowed claims of (a) all Authorized TPP Claimants and (b) all members of the SHP Group.

(ff) “Third-Party Payor” or “TPP” means any entity that fits within the definition of the Class as contained in Paragraph 1 of the Class Settlement Agreement, and any SHP.

(gg) “Total Settlement Amount” means \$45 million.

(hh) “TPP Allocation Counsel” means the person appointed by Class Counsel to negotiate the allocation of the Class Settlement Fund on behalf of TPP Class Members.

(ii) “TPP Claimant List” means a list of the identities of all TPP Class Members that submit Claim Documentation prepared by the Claims Administrator.

(jj) “TPP Class Fees” means the fee award granted by the Settlement Court multiplied by the TPP Settlement Percentage.

(kk) “TPP Class Members” means TPPs falling within the definition of the Settlement Class, excluding any Class Opt-Outs.

(ll) “TPP Expenses & Costs” means (a) the expenses and incentive awards approved by the Court multiplied by the TPP Settlement Percentage, and (b) the portion of Settlement Notice and the portion of the costs of administering the Class Settlement, including, but not limited to payments to the Claims Administrator or Escrow Agent, or taxes due from the Class Settlement Fund, that are attributable to TPPs.

(mm) “TPP Settlement Percentage” means the portion of the Total Settlement Amount allocated to all TPPs, including TPP Class Members and the SHP Group, expressed as a percentage.

(nn) “TPP Settlement Pool” means the TPP Settlement Percentage times the Total Settlement Amount, plus all interest or other income that accrues thereon.

(pp) “United States” means the United States of America including its states, commonwealths, territories and possessions.

2. **Initial Allocation of the Total Settlement Amount.** The Defendant has agreed to pay Forty-Six Million Dollars (\$46,000,000.00) to settle the claims of the Plaintiffs, Class Members and SHPs, collectively, which amount is allocated as follows:

(a) Thirty-Five Million Dollars (\$35,000,000.00) to the Class, to be further allocated between a Consumer Settlement Pool and TPP Settlement Pool as determined through

negotiations by Consumer Allocation Counsel and TPP Allocation Counsel, and as set forth in the Plan of Allocation, subject to Court approval. Any amounts due to be transferred from the Consumer Settlement Pool pursuant to the Plan of Allocation or from the SHP Group pursuant to this SHP-Class Allocation Agreement will be added to the TPP Settlement Pool.

(b) Eleven Million Dollars (\$11,000,000.00) to the SHPs, to be allocated as Ten Million Dollars (\$10,000,000) for the SHP Group Initial Payment and One Million Dollars (\$1,000,000) as SHP Group Initial Reversion.

(c) Class Counsel will submit a Plan of Allocation which will, pursuant to the agreement between Consumer Allocation Counsel and TPP Allocation Counsel, allocate the Class Settlement Fund on the basis of Flonase Purchases allowed by the Claims Administrator.

3. **Disbursements from the SHP Initial Payment.** Within two (2) business days of the date on which the SHP Group Initial Payment and SHP Group Initial Reversion has been received from Defendant and SHP Group Counsel has received wiring instructions from Class Counsel, SHP Group Counsel shall wire to the account(s) designated by Class Counsel the SHP Group Initial Reversion.

4. **SHP Group “True-Up” and Reversion Amount Requirements.**

(a) No less than twenty-one (21) days prior to the final approval hearing set by the Court, each member of the SHP Group shall submit its Proof of Claim, which will be the same form of Proof of Claim required by TPP Class Members, including Claim Documentation to the Claims Administrator, which the Claims Administrator may make available to Class Counsel and the Defendant’s Counsel.

(b) Class Counsel shall submit a schedule of all non-SHP Group TPP Opt-Outs to SHP Group Counsel, with a copy to the Defendant’s Counsel, no later than fourteen (14)

days before the final approval hearing set by the Settlement Court. SHP Group Members shall then submit to the Claims Administrator, which the Claims Administrator may make available to the Defendant's Counsel and Class Counsel, any necessary amendments to their Proof of Claim and Claim Documentation to exclude any claims such SHP Group members previously made on behalf of any TPP Opt-Outs no later than three (3) days before the final approval hearing.

(c) The Claims Administrator shall not authorize any claims made by SHP Group Members on behalf of any entity (i) that is otherwise not included or is specifically excluded from the Class under the Settlement Agreement, except as specifically provided herein; or (ii) that files a claim on its own behalf, so as not to duplicate claims. The Claims Administrator will, however, permit claims made on behalf of such entities where it is shown by the SHP that such claims are not duplicative of claims by other TPPs.

(d) Representations and Warranties. As part of the SHP Agreement, each SHP shall warrant that any Proof of Claim, Claim Documentation, data, or other information it submits to the Claims Administrator will be true and accurate in good faith and to the best of their ability.

(e) Effect of Failure of an SHP Group Member to Submit Claim Documentation. To verify the accuracy of claim information and to prevent duplication of claims, the Claims Administrator may reasonably request additional information from SHP Group Members as deemed appropriate by the Claims Administrator. The SHP Agreement shall set forth that SHP Group Members will provide additional information to the Claims Administrator as requested. The calculation of the SHP Group Reversion Amount shall not include claims of any SHP Group Member that fails to timely submit the above Proof of Claim

and Claim Documentation or additional claims documentation reasonably requested by the Claims Administrator.

(f) Confidentiality. All Claim Documentation (including the identification of SHPs) or other information submitted by SHP Group Members pursuant to this Paragraph shall be kept confidential and may be used or disclosed only for the purpose of effectuating this SHP-Class Allocation Agreement, including disclosure to the Claims Administrator, the Defendants, Class Counsel, and the Court. Adequate steps shall be taken to protect against unlawful disclosure of confidential patient information, if any, that is included in such Claim Documentation, or other information

(g) SHP Group “True Up” Reversion Amount Computation

(i) Notice of Proposed Computation. The Claims Administrator shall make available to SHP Group Counsel a list of the identities of all TPP Class Members that submit Claim Documentation (the “TPP Claimant List”). The TPP Claimant List shall be held in confidence by SHP Group Counsel and any third party consultant, who shall not be employed by any TPP, who agrees in writing to be bound by the same confidentiality as SHP Group Counsel. The TPP Claimant List shall not be provided or shared with any other person, including any member of the SHP Group or another TPP, and can be used only for the purposes of determining duplication of claims or whether any entity submitting Claim Documentation falls within the definition of TPP as set forth herein. The TPP Claimant List shall be generated by the Claims Administrator and transmitted to SHP Group Counsel no later than the date for the fairness hearing set by the Settlement Court. SHP Group Counsel shall have the opportunity, within twenty-one (21) days of receipt of a TPP Claimant List, to identify in writing to Class Counsel any TPP Class Member that SHP Group Counsel believes has submitted a claim that is

duplicative of a claim already asserted by another TPP Class Member or SHP Group Member, or that falls outside the definition of TPP as set forth herein. At least thirty-five (35) days prior to any distribution of the Net TPP Settlement Pool to TPP Class Members, Class Counsel shall provide SHP Group Counsel with the proposed computation of the SHP Group Reversion Amount payment, including a list reflecting the Claims Administrator's determination of the amount of each SHP Group Member's allowed claims for Flonase Purchases. Such computation will become binding upon the SHP Group unless within ten (10) business days of receipt of computation, SHP Group Counsel disputes the amount of the proposed SHP Group Reversion Amount payment in writing to Class Counsel. In the event of such a dispute, SHP Group Counsel may request and receive from Class Counsel a list of the TPP Class Members who have the 100 largest aggregate claims approved by the Claims Administrator and the amount of such claims (the "TPP List"). The TPP List shall be held in confidence by SHP Group Counsel, will be provided for attorneys' eyes only, and shall not be provided or shared with any other person, including any member of the SHP Group or another TPP. SHP Group Counsel shall be entitled to show the list to a single third-party consultant who is not employed by any TPP, and who agrees in writing to be bound by the same confidentiality as SHP Group Counsel, solely for purposes of dispute resolution under this Paragraph. The proposed computation will then become binding upon the SHP Group within ten (10) business days of receipt of the TPP List, unless SHP Group Counsel further disputes the amount of the proposed SHP Group Reversion Amount payment in writing to Class Counsel. Other than as provided in this SHP-Class Allocation Agreement, the SHP Group and SHP Group Counsel shall not be entitled to any information collected or generated by the Claims Administrator or Class Counsel, except to the extent

permitted by the arbitrators or the Court in a proceeding pursuant to the Dispute Procedure below.

(ii) Dispute Procedure. Class Counsel and the SHP Group shall attempt to resolve any disputes arising pursuant to this Paragraph through good faith negotiations. If the dispute cannot be resolved informally, it shall be submitted to binding arbitration. The arbitrator will be agreed upon by the parties or, if no agreement can be reached, the arbitrator will be selected by the Settlement Court. The arbitrator's decision shall be final and will not be subject to appeal. Defendant shall not be involved in any arbitration pursuant to this Paragraph, and shall have no obligations or liability with respect thereto.

(h) SHP Group "True Up" Reversion Amount Payment. Within five (5) days (i) after the Effective Date, (ii) of any resolution of a dispute under Paragraph (g) above, (iii) after all TPP claims have been processed and the total authorized claim amounts for all Authorized TPP Claimants and SHP Group Members has been finally determined, or (iv) of the provision of appropriate instructions for the transfer of any SHP Group Reversion Amount due, whichever is later, the parties to this SHP-Class Allocation Agreement shall cause the payment of the SHP Group Reversion Amount to be made as follows:

(i) If the SHP Group Reversion Amount is a positive amount, Class Counsel shall cause the Escrow Agent to pay from the TPP Settlement Pool and into an account designated by SHP Group Counsel an amount equal to the SHP Group Reversion Amount; or

(ii) If the SHP Group Reversion Amount is a negative amount, the SHP Group shall cause payment to be made from the SHP Group to the TPP Settlement Pool in an amount equal to the SHP Group Reversion Amount.

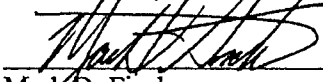
5. **Execution in Counterparts.** This SHP-Class Allocation Agreement may be executed in counterparts. Facsimile signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this agreement and filed with the Court.

IN WITNESS WHEREOF, the parties hereto through their fully authorized representatives have agreed to this SHP-Class Allocation Agreement as of the date first herein above written.

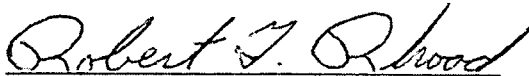
SETTLING HEALTH PLANS



Richard Cohen
Gerald Lawrence
Peter D. St. Phillip
Uriel Rabinovitz
LOWEY DANNENBERG COHEN & HART, P.C.
One North Broadway - 5th Floor
White Plains, NY 10601

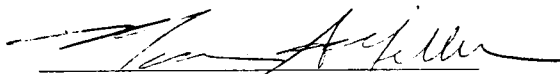


Mark D. Fischer
RAWLINGS & ASSOCIATES, PLLC
One Eden Parkway
LaGrange, KY 40031-1800



Robert T. Rhoad
CROWELL & MORING
1001 Pennsylvania Avenue, NW
Washington, D.C. 20004-2595

Attorneys for the Settling Health Plans

A handwritten signature in black ink, appearing to read 'Marvin A. Miller', is written over a horizontal line.

Marvin A. Miller

Lori A. Fanning

MILLER LAW LLC

115 South LaSalle Street

Suite 2910

Chicago, IL 60603

Counsel for Indirect Purchaser Plaintiffs Class

Exhibit A
Flonase Settling Health Plans

Aetna, Inc.
AmeriGroup/HMS
Arcadian Health
Assurant Health
Avmed Health Plans
Blue Cross and Blue Shield of Florida, Inc.
Blue Cross and Blue Shield of Kansas City
Blue Cross Blue Shield of North Carolina
Blue Cross and Blue Shield of Vermont
Blue Cross Blue Shield Association
Blue Cross Blue Shield of Minnesota
Blue Cross Blue Shield of Nebraska
Blue Cross Blue Shield of Rhode Island
Blue Cross Blue Shield of Tennessee
Blue Cross Northeastern Pennsylvania
Cambia Health Solutions*
CareFirst Blue Cross Blue Shield
Connecticut General Life Insurance Company a/k/a Cigna
Coventry Health Care of Florida, Inc. f/k/a Vista HealthPlan, Inc.
Coventry Health Care, Inc.
Coventry Health Plan
Coventry Health Plan of Florida, Inc. f/k/a Vista HealthPlan of South Florida, Inc.
Coventry Summit Health Plan, Inc. f/k/a Summit Health Care, Inc.
EmblemHealth
Excellus Blue Cross Blue Shield
Government Employees Health Association
Harvard Pilgrim Health Care, Inc.
Hawaii Medical Service Association
Health Care Services Corporation
Health Net, Inc.
HealthNow New York
HealthPartners, Inc.
Humana Insurance Company
Johns Hopkins Health Care LLC
Kaiser Foundation Health Plan**
Lovelace Health Plan
Mutual of Omaha
MVP Health Care
Noridian d/b/a Blue Cross Blue Shield of North Dakota
Premera Blue Cross
Priority Health
Tufts Associated Health Plans, Inc.
United Healthcare Services, Inc.

Wellpoint, Inc.

*Cambia Health Solutions includes:

Regence Blue Shield

Regence Blue Cross Blue Shield of Oregon

Regence Blue Cross Blue Shield of Utah

Regence Blue Shield of Idaho

Asuris Northwest Health

Regence Life and Health Insurance Co.

**Kaiser Foundation Health Plan includes:

Kaiser Foundation Hospitals

Kaiser Foundation Health Plan of Colorado, Inc.

Kaiser Foundation Health Plan of Georgia, Inc.

Kaiser Foundation Health Plan of Hawaii, Inc.

Kaiser Foundation Health Plan of Ohio, Inc.

Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc.

Kaiser Foundation Health Plan of the Northwest, Inc.

EXHIBIT 6

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE FLONASE ANTITRUST
LITIGATION

THIS DOCUMENT RELATES TO:

Indirect Purchaser Actions

CIVIL ACTION

No. 08-3301

Hon. Anita B. Brody

MEDICAL MUTUAL OF OHIO, on behalf of
itself and all others similarly situated,

Plaintiff,

v.

SMITHKLINE BEECHAM CORPORATION
d/b/a GLAXOSMITHKLINE plc,

Defendant.

CIVIL ACTION

No. 12-4212

Hon. Anita B. Brody

**[PROPOSED] ORDER CONDITIONALLY CERTIFYING A SETTLEMENT CLASS,
GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT,
APPROVING FORM AND MANNER OF NOTICE, AND SCHEDULING FINAL
APPROVAL HEARING**

This cause is before the Court on Indirect Purchaser Plaintiffs' Unopposed Motion for Preliminary Approval of a Settlement Agreement (the "Motion"). The Court, having considered the Motion, the Parties' Settlement Agreement dated December 6, 2012 (the "Settlement Agreement"), the proposed form of notice to the Settlement Class, the pleadings and other papers filed in these Actions, and the statements of counsel and the parties; and for good cause shown;

IT IS HEREBY ORDERED as follows:

Preliminary Approval of Settlement Agreement

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the meanings ascribed to those terms in the Settlement Agreement.

2. This Court has jurisdiction over the Actions (and all actions and proceedings consolidated in the Actions), Plaintiffs, all Settlement Class members, Defendant SmithKline Beecham Corporation d/b/a GlaxoSmithKline (“GSK” or “Defendant”), and any party to any agreement that is part of or related to the Settlement.

3. The Court finds that the proposed Settlement with GSK set forth in the Settlement Agreement is sufficiently fair, reasonable and adequate such that it is hereby preliminarily approved and notice of the settlement should be provided to the Settlement Class (defined in paragraph 7 below), and that a hearing should be held as set forth below. In accordance with the schedule outlined in paragraph 30 below, Class Counsel shall seek entry of an Order and Final Judgment.

4. The Court finds that the proposed Plan of Allocation, attached to the Motion, also is sufficiently fair, reasonable and adequate such that it is hereby preliminarily approved, subject to further consideration at the hearing to be held as set forth below.

5. The Court finds that pursuant to Fed. R. Civ. P. 42, as a part of the Settlement, IBEW–NECA Local 505 Health & Welfare Plan v. SmithKline Beecham Corp., No. 08–3301 (E.D. Pa.), and Medical Mutual of Ohio, Inc. v. SmithKline Beecham Corp., No. 12-cv-4212 (E.D. Pa.) shall be consolidated into Docket No. 08-3301. The Clerk is hereby directed to close Matter No. 12-4212.

Class Certification

6. In Matter No. 08-3301, for litigation purposes the Court previously entered an order dated June 18, 2012 (Docket No. 437), certifying a class of certain indirect purchasers

within four states. That Order is hereby superseded by the instant Order conditionally certifying the Settlement Class defined in paragraph 7 immediately below.

7. Solely for purposes of the Settlement, the Court conditionally certifies the following class pursuant to Fed. R. Civ. P. 23(a) and (b)(3) (“Settlement Class”):

All persons throughout the United States and its territories who purchased and/or paid for, in whole or in part, fluticasone propionate nasal spray, whether branded Flonase or its AB-rated generic equivalents, intended for the consumption of themselves, their family members and/or household members, and all Third Party Payor entities throughout the United States and its territories that purchased, paid for, administered and/or reimbursed for fluticasone propionate nasal spray, whether branded Flonase or its generic equivalents, intended for consumption by their members, employees, plan participants, beneficiaries or insureds.

The applicable time period for the Settlement Class is May 19, 2004 through March 31, 2009.

Third Party Payors are all health insurance companies, healthcare benefit providers, health maintenance organizations, self-funded health and welfare plans, and any other health benefit provider and/or entity that contracts with a health insurer acting as a third party administrator to administer their prescription drug benefits. These payors include such entities that may provide prescription drug benefits for current or former public employees and/or retirees, but only to the extent that such entity was at risk for the cost of the payment(s). For purposes of this definition, an entity “paid for” fluticasone propionate nasal spray (branded Flonase and/or its equivalents) if it paid some or all of the purchase price, or reimbursed any part of the purchase price paid by their members, employees, insureds, participants or beneficiaries.

Excluded from the Settlement Class are: (1) Defendant and its officers, directors, management, employees, predecessors-in-interest, successors-in-interest, assignees or affiliates, and subsidiaries; (2) the United States and/or State governments and their agencies and departments, except to the extent they purchased fluticasone propionate nasal spray (branded Flonase and/or its generic

equivalents) for their employees or others covered by a government employee health plan; (3) all entities who purchased fluticasone propionate nasal spray (branded Flonase and/or its generic equivalents) directly from Defendant or its affiliates or purchased fluticasone propionate nasal spray (branded Flonase and/or its generic equivalents) for resale, to the extent and solely to the extent of such purchase as a direct purchaser or for resale; (4) any judge or special master who has presided over the Actions; and (5) the health benefit plans listed in Exhibit A hereto (“Settling Health Plans” or “SHPs”).

8. Subject to final approval of the Settlement, the Court finds and concludes for settlement purposes only that the prerequisites to a class action, set forth in Fed. R. Civ. P. 23(a) and Fed. R. Civ. P. 23(b), are satisfied in that:

(a) the Settlement Class is so numerous that joinder of all members is impracticable;

(b) there are questions of law or fact common to the Settlement Class;

(c) Plaintiffs and Class Counsel (each defined below) will fairly and adequately represent the Settlement Class;

(d) the claims of Plaintiffs are typical of those of Settlement Class members;

(e) common issues predominate over any individual issues affecting the members of the Settlement Class;

(f) in the context of settlement, Plaintiffs will fairly and adequately protect and represent the interests of all members of the Settlement Class, and Plaintiffs’ interests are aligned with the interests of all other members of the Settlement Class; and

(g) settlement of the Actions on a class action basis is superior to other means of resolving this matter.

9. The Court appoints Marvin A. Miller, Lori A. Fanning and Michael M. Buchman

Class Counsel, having determined that the requirements of Rule 23(g) of the Federal Rules of Civil Procedure are fully satisfied by this appointment.

10. The Court hereby appoints Plaintiffs, A.F. of L.-A.G.C Building Trades Welfare Plan (“AFL”), IBEW-NECA Local 505 Health & Welfare Plan (“IBEW”), Painters District Council No. 30 Health and Welfare Plan (“Painters”), Medical Mutual of Ohio, Inc. (“MMOH”), and Andrea Kehoe (“Kehoe”), to serve as Class Representatives for settlement purposes only on behalf of the Settlement Class.

Notice to Settlement Class Members

11. The Court approves the Notices of Pendency and Proposed Settlement of Class Action (the “Settlement Notices”), and finds that the dissemination of the Notices substantially in the manner and form set forth in the Notice Plan attached to the Motion complies fully with the requirements of the Federal Rule of Civil Procedure 23 and due process of law, and is the best notice practicable under the circumstances.

12. The notice procedures described in the Notice Plan attached to the Motion are hereby found to be the best means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.

13. No later than thirty (30) days from the date of this Order preliminarily approving the Settlement, Class Counsel shall cause the postcard Settlement Notice attached to the Notice Plan to be mailed to each third-party payor Settlement Class member, by first class mail, postage prepaid, who can be identified through reasonable effort, and the long form Settlement Notice to

any potential Settlement Class member that requests one; and shall cause to be published the summary notice available to the rest of the Class as stated in the proposed Notice Plan. All notices by publication shall be complete sixty-five (65) days prior to the Final Approval Hearing. Thirty (30) days prior to the Final Approval Hearing, Class Counsel shall file with the Court and serve on GSK an Affidavit of Compliance with Notice Requirements.

14. All costs incurred in disseminating and otherwise in connection with the Settlement Notices shall be paid from the Settlement Fund pursuant to the Settlement Agreement.

15. The claims forms attached to the Notice Plan satisfy the requirements of due process and of Rule 23(e) of the Federal Rules of Civil Procedure and thus are approved for dissemination to the Settlement Class. The Claims Administrator (defined in Paragraph 31 below) shall make available a copy of the third-party claim form to each third-party payor Settlement Class member with notice, and to any other potential Settlement Class member that requests one. The consumer claim form shall be made available to the rest of the Settlement Class as set forth on the Notice Plan and shall be made available to any potential Class member that requests one.

Responses by Class Members and the Scheduling of a Final Approval Hearing.

16. Settlement Class members will have until thirty (30) days prior to the Final Approval Hearing to opt-out (the “Opt-Out Deadline”) and shall have until thirty days (30) days prior to the Final Approval Hearing to object to the proposed Settlement.

17. Any member of the Settlement Class who or that wishes to be excluded (“opt out”) from the Settlement Class must send a written Request for Exclusion to Class Counsel on or before the close of the Opt-Out Deadline. Members of the Settlement Class may not

exclude themselves by filing Requests for Exclusion as a group or class, but must in each instance individually and personally execute a Request for Exclusion. All Settlement Class members that exclude themselves from the Settlement Class will not be eligible to receive any benefits under the Settlement, will not be bound by any further orders or judgments entered for or against the Settlement Class, and will preserve their ability to independently pursue any claims they may have against Defendant.

18. Any member of the Settlement Class that does not properly and timely request exclusion from the Settlement Class shall, upon entry of the Order and Final Judgment, be bound by all the terms and provisions of the Settlement Agreement and Release, whether or not such Class member objected to the Settlement and whether or not such Class member received consideration under the Settlement Agreement.

19. A hearing on the Settlement (the "Final Approval Hearing") shall be held before this Court on _____, 2013 at _____, Courtroom 7-B of the U.S. Courthouse, 601 Market Street, Philadelphia, PA.

20. At the Final Approval Hearing, the Court will consider (a) the fairness, reasonableness, and adequacy of the proposed class settlement and whether the settlement should be granted final approval by the Court; (b) approval of the proposed Plan of Allocation; (c) dismissal with prejudice of the Actions; (c) entry of an order including the Release; (d) entry of the Final Approval Order; and (e) entry of final judgment in these Actions. Class Counsel's application for award of attorney's fees and costs, and request for the Court to award an incentive award to the named plaintiffs, shall also be heard at the time of the hearing.

21. The date and time of the Final Approval Hearing shall be subject to adjournment by the Court without further notice to the members of the Settlement Class, other than that which

may be posted by the Court. Should the Court adjourn the date for the Final Approval Hearing, that shall not alter the deadlines for mailing and publication of notice, the Opt-Out deadline, or the deadlines for submissions of settlement objections, claims, and notices of intention to appear at the Final Approval Hearing unless those dates are explicitly changed by subsequent Order.

22. Any person or entity who or which does not elect to be excluded from the Settlement Class may, but need not, enter an appearance through its own attorney. Settlement Class members that do not timely object or opt out and that do not have an attorney enter an appearance on their behalf will be represented by Class Counsel.

23. Any person or entity who or which does not elect to be excluded from the Settlement Class may, but need not, submit comments or objections to the proposed Settlement. Any Class member may object to (a) the proposed Settlement, (b) entry of Final Approval Order and the judgment approving the Settlement, (c) Class Counsel's application for fees and expenses, or (d) incentive award requests, by serving a written objection upon Class Counsel, GSK's counsel, and the Court.

24. Any Class member making the objection (an "Objector") must sign the objection personally or through Objector's counsel. An objection must state why the Objector objects to the proposed Settlement and provide the basis to support such position. If an Objector intends to appear at the hearing, personally or through counsel, the Objector must include with the objection a notice of the Objector's intent to appear at the hearing. The objection must also contain a detailed list of any other objections by the Objector to any class action settlements submitted to any court, whether State, Federal, or otherwise, in the United States in the previous five (5) years.

25. Objections, along with any notices of intent to appear, must be filed with the

Court no later than thirty (30) days prior to the Final Approval Hearing. If counsel is appearing on behalf of more than one Settlement Class member, counsel must identify each such Settlement Class member and each Settlement Class member must have complied with the requirements of this Order. The notice of objection shall be sent to (a) Class Counsel, (b) GSK's counsel, and (c) the Court. Such objection shall state the name, address and telephone number of the objector, proof of purchase, payment or reimbursement, and a detailed statement of each objection asserted, including the grounds for objection together with any documents such person wishes to be considered in support of the objection. No objector may appear at the hearing unless the objector indicates an intent to appear. These documents must be filed with the Clerk of the Court electronically or at the following address and the Counsel listed below:

U.S. District Court for the Eastern District of Pennsylvania
Office of the Clerk of Court
601 Market Street
Philadelphia, PA 19106-1797

Marvin A. Miller
Lori A. Fanning
MILLER LAW LLC
115 South LaSalle Street
Suite 2910
Chicago, IL 60603
Counsel for Indirect Purchaser Plaintiffs Class

Stephen J. Kastenberg
BALLARD SPAHR LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103
Counsel for GSK

26. Only Settlement Class members that have filed and served valid and timely notices of objection shall be entitled to be heard at the Final Approval Hearing. Any Settlement Class member that does not timely file and serve an objection in writing in accordance with the procedure set forth in the Class Notice and mandated in this Order shall be deemed to have

waived any objection to (a) the Settlement; (b) the Release; (c) entry of Final Approval Order or any judgment; (d) Class Counsel's application for fees, costs, and expenses; or (e) incentive award requests for the named Plaintiffs, whether by appeal, collateral attack, or otherwise.

27. Settlement Class members need not appear at the hearing or take any other action to indicate their approval.

28. Upon entry of the Order and Final Judgment all members of the Settlement Class that have not personally and timely requested to be excluded from the Settlement Class will be enjoined from proceeding against defendant GSK and all other Released Parties with respect to all of the Released Claims.

29. GSK shall prepare and send, at GSK's expense, all notices that may be required by the Class Action Fairness Act of 2005 ("CAFA") as specified in 28 U.S.C. § 1715. Class Counsel and Defendant shall cooperate promptly and fully in the preparation of such notices, including providing Defendant with any and all information in their possession necessary for the preparation of these notices. Defendant shall provide copies of the notices to Class Counsel for the purpose of implementing the settlement. Plaintiffs, Settlement Class members, and Class Counsel shall not have or assert any claim against Defendant regarding the Class Action Fairness Act notification. Defendant shall provide notice to Class Counsel and the Court of compliance with the CAFA requirements within ten (10) days of providing notice to Attorneys General under CAFA.

30. The schedule by which the events referenced above should occur is as follows:

<u>Event</u>	<u>Date</u>
Postcard Notice of Class Action Settlement to be Mailed to TPPs and Posted on Internet	Within 30 days of Preliminary Approval Order
Notice of Class Action Settlement to be	To be complete 65 days prior to the Final

Published in National Media	Approval Hearing
Affidavit of Compliance with Notice Requirements	To be complete 30 days prior to the Final Approval Hearing
Notification of Compliance with CAFA Requirements	To be completed 10 days after providing notice to Attorneys General
Receipt/Filing Deadline for requests for Exclusion (Opt-Out) or Objections	30 days prior to Final Approval Hearing
Postmark/Filing Deadline for Filing Claims	60 days after entry of Order and Final Judgment
Filing Motion for Final Approval, Attorney's Fees, Reimbursement of Expenses, and Incentive Awards to be Filed by Class Counsel	45 days prior to Final Approval Hearing
Filing Motion for Final Approval to be Filed by Class Counsel	14 days prior to Final Approval Hearing
Service/Filing Notice of Appearance at Final Approval Hearing	30 days prior to Final Approval Hearing
Final Approval Hearing	No sooner than 30 days after Opt-Out Deadline

Administration of the Settlement Fund.

31. The Court hereby appoints the claims administrator proposed by the Indirect Purchaser Plaintiffs, Rust Consulting, Inc. (the “Claims Administrator”). Responsibilities of the Claims Administrator shall include: (a) establishing a post office box for purposes of communicating with Class members; (b) disseminating notice to the Class; (c) developing a web site to enable Class members to access documents; (d) accepting and maintaining documents sent from Class members relating to claims administration; and (e) distributing settlement checks to Class members. Pursuant to the Settlement Agreement, the Claims Administrator and costs of

administration shall be paid out of the Settlement Fund, subject to Court review and approval.

32. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Settlement Agreement and further order(s) of the Court.

33. The Settlement Fund shall be a trust under Pennsylvania law and, to the extent it is held at a financial institution designated by Class Counsel or the Claims Administrator, it shall be established as a fiduciary account and administered in accordance with the provisions of paragraph 6 of the Settlement Agreement. The Court approves the establishment of the escrow account under the Settlement Agreement as a qualified settlement fund (“QSF”) pursuant to Internal Revenue Code Section 468B and the Treasury Regulations promulgated thereunder, and retains continuing jurisdiction as to any issue that may arise in connection with the formation and/or administration of the QSF. Class Counsel are, in accordance with the Settlement Agreement, authorized to expend funds from the QSF for payment of taxes, notice costs, and related expenses.

34. All further indirect purchaser proceedings as to the Defendant are hereby stayed, except for any actions required to effectuate the Settlement Agreement, or matters related to the Settlement Fund, including applications for attorneys’ fees, reimbursement of expenses, and incentive awards to Class Representatives.

35. In the event the Settlement Agreement and the proposed settlement are terminated in accordance with the applicable provisions of the Settlement Agreement, the Settlement Agreement, the proposed Settlement, and all related proceedings shall, except as expressly provided to the contrary in the Settlement Agreement, become null and void, shall have no

further force and effect, and Indirect Purchaser Plaintiffs shall retain all of their current rights to assert any and all claims against Defendant and any other released party, and the Defendant and any other released parties shall retain any and all of their current defenses and arguments thereto (including but not limited to arguments that the requirements of Fed. R. Civ. P. 23(a) and (b)(3) are not satisfied for purposes of continued litigation). These Actions shall thereupon revert forthwith to their respective procedural and substantive status prior to the date of execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and all other related orders and papers had not been executed.

36. Neither this Order nor the Settlement Agreement nor any other settlement-related document nor anything contained herein or therein or contemplated hereby or thereby nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein or in any other settlement-related document, shall constitute, be construed as or be deemed to be evidence of or an admission or concession by Defendant as to the validity of any claim that has been or could have been asserted against it or as to any liability by it as to any matter set forth in this Order, or as to the propriety of class certification for any purposes other than for purposes of the current proposed settlement.

Dated: _____

Anita B. Brody, U.S.D.J.

CERTIFICATE OF SERVICE BY ELECTRONIC MEANS

I, Marvin A. Miller, one of the attorneys for plaintiffs, hereby certify that on December 14, 2012 service of the foregoing Plaintiffs' Unopposed Motion for Preliminary Approval of the Class Action Settlement was accomplished via electronic mail.

/s/ Marvin A. Miller

Marvin A. Miller